Updated: 24 April 2024
These General Terms are an integral part of the Agreement and shall apply to any relationship between Bolt and the Partner related to the use of the Bolt Food Platform.

1. DEFINITIONS

Agency Fee means the fee payable by the Partner to Bolt per every event of sale of the Partner's Goods through the Bolt Food Platform for the provision of agency services to the Partner.

Agreed Percentage is the percentage agreed between the parties that serves as the basis for the calculation of the Agency Fee.

Agreement means the agreement between Bolt and the Partner which consists of the Special Terms (if applicable) and these General Terms which shall enter into force by signing the Special Terms by the parties or by submitting a form and accepting the General Terms by the Partner through the form and receiving notice from Bolt that it has accepted the form.

Bolt means Bolt Operations OÜ, registry code 14532901, address Vana-Lõuna 15, Tallinn 10134, Estonia.

Bolt Business Customer means a person or entity acting in its commercial and/or professional capacity administering and paying for the use of the Bolt Food Platform by its authorised Users.

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

Bolt Food Platform means the delivery platform operated by Bolt as the information society service that (i) enables the Partner to market its Goods with delivery option to Users 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 the Sales Agreements as Clients and arrange the delivery of the Order from the Delivery Partner and (iii) enables the Delivery Partner to offer delivery services to the Clients for the delivery of the Orders.

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). 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 request information, raise complaints and submit claims in relation to the Order placed through the Bolt Business Feature.

Confidential Information means know-how, trade secrets and other information of a confidential nature disclosed by one party to the other party (including, without limitation, all proprietary technical, industrial and commercial information, customers' and suppliers' data and techniques in whatever form held) as well as any information regarding: (i) the business; and (ii) the contents of the Agreement.

Delivery Agreement means the agreement between the Client and the Delivery Partner for the delivery of the Order, 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 Partner under the Delivery Agreement in case the Partner wants to offer its own delivery services to the Client.

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

Delivery Partner Terms means the terms and conditions applicable to the relationship between

Bolt and the Delivery Partners in relation to the use of the Bolt Food Platform by the Delivery Partners.
Drop-Off Location means the address indicated on the Order, where the Client wishes to receive the ordered Goods.
General Terms means these general terms applicable to the Agreement and generally to the legal relationship between Bolt and the Partner in the course of using the Bolt Food Platform.
Goods means any goods that the Partner sells through the Bolt Food Platform.
Goods Price means the price (VAT included) that the Client has to pay to the Partner for the ordered Goods.
Marketplace means the arrangements and functionalities of the Bolt Food Platform that facilitate the use of on-demand delivery services provided by the Delivery Partners.
Marketplace Fees means all such service fees and costs that Bolt may implement under Section 6.3 for covering the cost of the Marketplace and the availability of the Delivery Partners.
Minimum Order Value means the amount determined by the Bolt Food Platform which indicates the minimum Goods Price for which the Small Order Fee does not apply.
Opening Hours means the whole time period of a day during which the Partner accepts Orders and prepares Goods for pick-up by a Delivery Partner or directly by a Client (the Opening Hours indicated in the Bolt Food Platform may differ from the opening hours of the Partner's establishment).
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 and delivery (if applicable) of the Order.
Partner means the operator of any restaurant or store that Bolt has concluded the Agreement with and where relevant, each and every establishment through which the operator conducts its business on the Bolt Food Platform.
Partner's Content means the Partner's name and trade mark and all materials, such as the Partner's menu and the photos of Goods provided to Bolt under this Agreement.
Partner Specific Conditions means the variations from the General Terms and Schedules regarding the Partner, as set out in the Special Terms (if applicable).
Sales Agreement means the agreement between the Client and the Partner for the sale of Goods in accordance with the Order.
Service Fees means the fees payable by the Partner according to Section 6.4.
Small Order Fee means the fee payable by the Client to the Partner determined by the Bolt Food Platform and applied to Orders that do not meet the Minimum Order Value in accordance with Section 6.6.
Special Terms means the special terms under which the Agreement is concluded (if applicable).
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.

2. LEGAL FRAMEWORK
2.1. Bolt Food Platform enables the Partner to solicit Orders of Goods from the Clients, which will be delivered to the Clients by the Delivery Partners or picked-up directly by the Clients.
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 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. The Sales Agreement is concluded through an offer and acceptance model based on the Client's Order under the local laws.
2.3. The Partner will be liable for the Goods (and production of Goods, if applicable) according to the Sales Agreement and the Delivery Partner will be liable for the delivery of the Order according to the Delivery Agreement.
2.4. By operating the Bolt Food Platform, 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 provider of the Goods or delivery services and is not liable in any way for the performance of the Sales Agreement or the Delivery Agreement.
2.5. The Partner hereby authorises Bolt to act as the Partner's commercial agent in relation to any Sales Agreement and Delivery Agreements (if applicable). The Partner hereby grants Bolt a right to negotiate the Sales Agreement and (where applicable in accordance with Section 2.5) the Delivery Agreement with the Client, including, but not limited to, collect the Goods Price, Delivery Fee (where applicable) or other fees payable by the Client and the Bolt Business Customer to the Partner under the Sales Agreement and (where applicable in accordance with Section 2.5) the Delivery Agreement and to forward the relevant funds to the Partner in line with this Agreement. . The Partner acknowledges that the payment obligation of the Client arising from the Sales Agreement and (where applicable) from the Delivery Agreement is deemed to be fulfilled when the payment is credited onto the bank account of Bolt or, as the case may be, when the Client has paid the Goods Price in full to the Delivery Partner in cash upon the delivery of the Order or the Client has paid the Goods Price in full directly to the Partner at the Partner's establishment.
2.6. 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 Delivery Partners under these General Terms apply to the Partner in respect of the Delivery Agreement. The Partner shall attend and where relevant, shall ensure that its employees and/or contractors shall attend, training(s), pass appropriate exam(s) and maintain all licences, permits, registrations and approvals required for the lawful provision of service(s) pursuant to Delivery Agreements under applicable law. Furthermore, the Partner shall make certain before each delivery of food that the thermo-bag is clean and in good order and is used in a manner that ensures food and health safety and prevents the contamination of food.
2.7. Bolt is entitled to share with the relevant government authorities any information required under relevant government regulation, including but not limited to any consideration paid or credited to the Partner in connection with the activities carried out through the Bolt Food Platform. Where the Partner does not provide the information required pursuant to legal provisions and the applicable law, Bolt is entitled to (i) terminate the Agreement; (ii) prevent the Partner from re-registering on Bolt Food Platform and/or (iii) suspend the Partner from the Platform as long as the Partner does not provide the information requested.

3. PLACEMENT OF ORDERS

3.1. When the Client has placed an Order, the Partner ensures that the confirmation of the Order will be decided within the time period provided in Schedule 1 (Service Level Requirements)..
3.2. In the event that the Partner cannot provide the Goods as requested in the Order, the Partner shall not confirm the Order in the Bolt Food Platform, unless an auto-acceptance function is enabled, in which case requirements in Schedule 1 (Service Level Requirements) of

these General Terms shall be followed.
3.3. The Partner shall procure that the Orders are monitored in a constant manner during the Opening Hours of the Partner's establishment, in accordance with the requirements in Schedule 1.

4. FULFILMENT OF ORDERS

4.1. The Partner will be ready to launch the provision of services under the Bolt Food Platform from the moment of signing the Agreement, unless otherwise agreed between the parties. The detailed requirements and instructions for the handling of Orders are provided in Schedule 1 (Service Level Requirements) to these General Terms.
4.2. The Partner shall use its best endeavours to ensure the availability of all Goods that are displayed on the Bolt Food Platform. In the event that the Partner is or is likely to become unable to fulfil the Orders, the Partner will cease to accept any further Orders and mark itself as offline on the Bolt Food Platform until readiness to fulfil the Orders is restored.
4.3. The Partner shall ensure that the Goods prepared for delivery to the Client and/or pick-up by the Client comply with the Order of the Client. The Partner shall use its best endeavours to comply with specific instructions and requests of the Client, if applicable.
4.4. The Order shall be ready for pick-up by the Delivery Partner or by the Client within the timeframe specified in Schedule 1 (Service Level Requirements). The Partner has a right to opt-in and opt-out from the take-away function (i.e. self pick-up by the Client) at any time. The Partner shall make sure that a right Order is picked up by the Delivery Partner. In case the Delivery Partner picks up a wrong order, Bolt may deduct the Order Price from the weekly payment between Bolt and the Partner.
4.5. The Partner shall ensure that the ordered Goods are properly packaged (incl. in accordance with all food safety requirements in case the Goods contain food), taking into account that the Delivery Partner or the Client will only be required to pick-up a packaged Order. In case the Goods contain food, the Delivery Partner will also be required to place it into the thermo-bag for delivery. The packaging may not include any logos of the competitors of Bolt. The packaging may not include any advertising material of third parties (incl. the competitors of Bolt), unless agreed otherwise in the Partner Specific Conditions.
4.6. The Partner ensures that the Goods prepared for delivery by the Delivery Partner and/or self pick-up by the Client:
4.6.1. correspond to the description of the Goods on the Bolt Food Platform (including indications that particular Goods are gluten or nut/free or suitable for vegetarians or vegans in case the Goods contain food);
4.6.2. are not harmful to health or the environment;
4.6.3. are not deemed to be illegal under the applicable laws or otherwise contravene General Terms;
4.6.4. have been properly cooked or prepared and are otherwise safe, of high quality, fit for transportation and consumption and at an appropriate temperature for consumption by the Client in case the Goods contain food;
4.6.5. comply with all applicable requirements for the preparation/production and packaging at all times (including as reasonably required to withstand the delivery process);
4.6.6. correspond to the greatest extent possible to the photography uploaded on the Bolt Food Platform.
4.7. The Partner must promptly notify Bolt if the Partner becomes aware of any illegal Goods listed on the Bolt Food Platform.
4.8. Bolt shall have the right to inspect the process of the provision of services by the Partner at

any time.
4.9. Bolt has the right to cancel the Order made through Bolt Food Platform unilaterally:
4.9.1. if the Client has requested to cancel the Order before the Partner has accepted the Order. In such cases the Partner is not entitled to any fees under the Section 6;
4.9.2. before a preparation notification has been sent to the Partner. In such cases the Partner is not entitled to any fees under the Section 6;
4.9.3. if the Client has requested to cancel the Order before the Partner has started preparing the Order. In such cases the Partner is not entitled to any fees under the Section 6;
4.9.4. if the Client has requested Order cancellation after the Partner has started preparing the Order and before the estimated time of delivery of the Order according to the Bolt Food Platform has arrived. In such cases the Partner is entitled to the fees under Section 6 of the General Terms, except for Goods that do not require preparation by the Partner as per the Order (e.g. canned or bottled drinks, retail products);
4.9.5. if the Client has requested to cancel the Order after the Partner has started preparing the Order and after the estimated time of delivery of the Order according to the Bolt Food Platform has exceeded. If the estimated time of delivery was exceeded due to the Partner's fault then the Partner is not entitled to any fees under Section 6 of the General Terms. In such cases Bolt has the right to charge the Partner for the cost of the delivery; or
4.9.6. before the Order has been picked up. In such cases the Partner is entitled to the fees under Section 6 of the General Terms, except for Goods that do not require preparation by the Partner as per the Order (e.g. canned or bottled drinks, retail products).
4.10. In case the delivery services are provided by the Partner, the Partner warrants that during the course of providing the delivery service, it complies and where relevant, its employees and/or contractors who are providing the delivery service on behalf of the Partner, comply with all relevant laws and regulations applicable to the provision of delivery service to the Client.

5. USE OF BOLT FOOD PLATFORM BY PARTNER
5.1. The Partner will gain access to the Bolt Food Platform through the user account. Each Partner is entitled to have only one account to use the Bolt Food Platform. If the Partner operates its business through several establishments, each establishment is provided a separate sub-account to use the Bolt Food Platform. The account details for the Partner (and if applicable, the establishments) will be communicated to the Partner separately.
5.2. The Partner shall ensure compliance with applicable laws upon performance of its services, including laws regarding the working conditions, protection and safety of employees and other members of the Partner's personnel.
5.3. All information regarding the Partner, the Partner's establishments and their menus is uploaded to the Bolt Food Platform by the Partner in accordance with Section 5.14 of these General Terms, unless otherwise agreed with Bolt. The Partner is solely responsible for the information (incl. Goods Prices and indication of price reduction) uploaded on the Bolt Food Platform by the Partner itself or, as the case may be, by Bolt. Should the information uploaded to the Bolt Food Platform be incorrect, the Partner is obliged to amend this information itself in accordance with section 5.14 of these General Terms or, as the case may be, to inform Bolt of inconsistencies in order for Bolt to amend incorrect information. The Partner is also obliged to provide Bolt with all data about food which is mandatory under the local laws. All information provided by the Partner, including in particular the information regarding the Partner's Goods and Goods Prices and Opening Hours shall be accurate. The Partner shall also provide additional information regarding the Goods (ingredients and allergens in case the Goods contain food, etc), if the Client so requests by contacting the Partner.

5.4. For accepting and processing Orders through the Bolt Food Platform, the Partner shall either acquire a device on its own or buy / rent a device from Bolt. Bolt may ask for a deposit for the rented device from the Partner. The Partner procures that all rented devices and related equipment will be maintained in good order. Upon the termination of the Agreement, all rented devices and any other equipment provided by Bolt for using the Bolt Food Platform shall be returned to Bolt in good order, taking into account the normal wear and tear. Bolt may impose instructions on how to return the devices. If the Partner fails to return the rented devices and any other equipment, Bolt may impose a contractual penalty in the amount equivalent to the value of the device or keep the deposit if a deposit was applied. When necessary, Bolt and the Partner shall agree on the maintenance or the replacement of the rented devices.
5.5. Bolt is not liable for and does not commit to provide continuous tech-support for the effective functioning of the Bolt Food Platform on any device (incl. any operating system). The Partner undertakes to install and/or use all updates, upgrades or modules provided by Bolt. Bolt is not liable for any damages or loss of profit resulting from the failure to perform the obligation set out in this Section 5.5.
5.6. The Partner shall at all times utilize good industry practices in the information technology industry with respect to comparable services to prevent the introduction of viruses into the Bolt Food Platform. If the Partner breaches the said obligation and a virus is found to have been introduced to the Bolt Food Platform as a result of a breach of the General Terms by the Partner, then the Partner shall (at its own cost) provide reasonable assistance to mitigate the effects of the virus and reimburse to Bolt all damages arising from the eradication and remedying of the Bolt Food Platform.
5.7. The Client may leave feedback and make complaints through the Bolt Food Platform. If the complaint relates to particular Goods the Client will be required to make such complaints within 30 days from the delivery of the Order. Bolt shall tend to the complaints at its own discretion and decide how to resolve them. Bolt, acting reasonably, may refund the Goods Price (or a part of it) to the Client at its own discretion and claim compensation for it from the Partner. If the Partner continues to receive complaints from the Clients, Bolt has the right to temporarily suspend the Partner from using the Bolt Food Platform or terminate the Agreement.
Bolt has the right to establish a customer complaints and refund policy, that shall be a part of the General Terms and mandatory for compliance for the Partner.
5.8. The Partner shall at all times utilize high quality and high resolution photos for the displaying of Goods on the Bolt Food Platform. In case such photos do not fulfil the above mentioned requirements, Bolt reserves the right to refuse the uploading of the provided photos on the Bolt Food Platform and ask for replacements or upload equivalent or similar pictures at its own discretion.
5.9. Bolt is entitled to change, modify or discontinue either temporarily or permanently, the provision in whole or partially of the information society service by introducing and/or discontinuing some functionality of the Bolt Food Platform as well as altering in other way or deleting the Bolt Food Platform at any given time. Bolt will communicate to Partners its decisions to discontinue functionality(ies) accordingly.
5.10. All content uploaded to the Bolt Food Platform is subject to the sole responsibility of 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. Should the Partner disagree with Bolt's decision on removal of the content, the Partner is solely responsible for proving that the content is not illegal or incompatible with these General Terms within Bolt’s internal complaint-handling procedure in section 13.2.

5.11. If any of the information the Partner provides to Bolt is deemed to be illegal content under applicable laws or otherwise contravenes these General Terms, Bolt reserves the right to:
5.11.1. remove, disable access or demote such content;
5.11.2. suspend, terminate or restrict any monetary payment due from Bolt to the Partner;
5.11.3. temporarily suspend the Partner from using the Bolt Food Platform or terminate this Agreement.
5.12. Bolt is entitled to suspend, for a reasonable period of time and after having issued a prior warning, the processing of notices and complaints submitted through the internal complaint-handling system by the Partners that frequently submit notices or complaints which are manifestly unfounded. While assessing the circumstances for the suspension, Bolt considers the following:
5.12.1. the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a month; and
5.12.2. 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
5.12.3. the gravity of the misuse of the notice action mechanisms; and
5.12.4. (if applicable) the intention of the complainant for submitting manifestly unfounded complaints.
5.13. Bolt is entitled to suspend, for a reasonable period of time and after having issued a prior warning, the provision of information society services to the Partners that frequently provide manifestly illegal information on the Bolt Food Platform. While assessing the circumstances for suspension, Bolt considers the following:
5.13.1. the gravity of the false information provided; and
5.13.2. the nature of the illegal content; and
5.13.3. (if applicable) the intention of the Partner while providing such information.
5.14. As part of the Bolt Food Platform, Bolt upon its sole discretion may grant and thus revoke Partner's direct access to the so-called partners' portal, which enables Partner to populate, amend and otherwise change content on a Partner-dedicated section of the Bolt Food Platform.
5.14.1. The Partner hereby acknowledges that it is solely responsible for granting, changing, controlling and/or removing rights for its representatives to access the so-called partners' portal on behalf of the Partner.
5.14.2. The Partner hereby acknowledges that by enabling its representative to access the partners' portal on behalf of the Partner, it is granting its representative an access right to edit Partner's preferences and menus (incl. Goods Prices), configure campaigns and special offers, view Orders (incl. Order history), grant accesses to other users and/or take other actions available in the partners' portal.
5.14.3. The Partner hereby acknowledges that it is fully responsible for and bound by any amendments, updates or any other changes (including pricing) that any of its representatives, to whom Partner has granted access-rights, make to a content on a Partner-dedicated section of the Bolt Food Platform.

6. FEES

6.1. In consideration for Bolt's services as the agent for mediation of the Sales Agreements the Partner shall pay the Agency Fee to Bolt per every Order of the Client made through the Bolt Food Platform. The Agency Fee is calculated as the Agreed Percentage from the aggregate gross Goods Price earned by the Partner from the Orders placed through the Bolt Food Platform during a particular reference period.
6.2. Bolt may, at its sole discretion, change the Agency Fee from time to time on 30 days prior

written notice to the Partner. If the Partner does not want to be bound by the revised Agency Fee, it may terminate the Agreement on 30 days written notice to Bolt and before the revised Agency Fee comes into effect. If the Partner issues a notice of termination of the Agreement before the revised Agency Fee comes into effect, it shall not be bound by the revised Agency Fee notwithstanding that the effective date of termination of the Agreement is after the proposed effective date of the revised Agency Fee. In the absence of a termination notice, Partner shall be deemed to have accepted the revised Agency Fees.
6.3. Bolt has the right to implement Marketplace Fees in accordance with the principles of dynamic pricing by (i) applying service fees in order to cover the cost of making delivery services available at the Marketplace, or (ii) forwarding the cost of making delivery services available at the Marketplace, provided however that the sum of Agency Fee and Marketplace Fees will not exceed the Agreed Percentage.
6.4. The Partner shall also pay Service Fees to Bolt for the use of the device (if applicable) and software. In addition Bolt may charge the Partner a fee for running a marketing campaign which shall be agreed between the parties.
6.5. All fees are subject to VAT.
6.6. In case the delivery services are provided by the Partner, the Partner will receive the Delivery Fee for each delivery. If an Order is subject to Minimum Order Value, the Client will reimburse the Partner the Small Order Fee. All fees earned for the deliveries made by the Partner's employees and/or contractors will be credited onto the bank account of the Partner, who will distribute the fees as agreed with the employee and/or contractor.

7. INVOICING AND PAYMENTS
7.1. The Partner undertakes to issue to the Client valid cash register's receipts or to the Bolt Business Customer invoices for the Goods Price, and in case the delivery services are provided by the Partner, for the Delivery Fee and (where applicable) for the Small Order Fee. The issued cash register's receipts are transported and/or handed over to the Client together with the Goods. Bolt may prepare and issue to the Client informational receipt (i.e. cost summary) for the Goods Price, and in case the delivery services are provided by the Partner, for the Delivery Fee and (where applicable) Small Order Fee, on behalf of the Partner. .
7.2. Bolt undertakes to forward the Goods Price payments (less the Agency Fee), and in case the delivery services are provided by the Partner, the Delivery Fee and (where applicable) the Small Order Fee, for all completed and delivered or picked-up Orders made through the Bolt Food Platform to the Partner for a given reference period, except for Orders for which the Delivery Partner or the Client paid the Goods Price to the Partner directly, in which case the Partner undertakes to forward the Agency Fee to Bolt for a given reference period. Any deductions made by Bolt in relation to complaints are done in accordance with Section 5.7 of the General Terms.
7.3. Invoicing and payments under this Agreement between Bolt and the Partner will be made after each reference period. Unless agreed otherwise in the Partner Specific Conditions, the reference period shall be one calendar week. If any reconciliation payments are required with respect to the reference period thereafter, the parties will communicate such need and, if necessary, make the relevant reconciliation payments in connection with the payments related to the next reference period.
7.4. Within three business days from the expiry of each reference period Bolt will issue an invoice to the Partner for the Agency Fee, Service Fees and any other applicable fees for a given reference period. If any payments are to be made by Bolt to the Partner in relation to the reference period, the Partner will issue an invoice to Bolt.

7.5. All payments between Bolt and the Partner will be settled by way of set-off to the maximum extent possible. All other payments between Bolt and the Partner that cannot be set off will be made by way of bank transfers.
7.6. Bolt may, at its own discretion, limit the payment of Goods Price to the Partner in cash by the Delivery Partner. Bolt may also, at its own discretion, require the Partner to make a deposit to Bolt to enable cash payments to be made to the Partner by the Delivery Partner. The payment obligation between the Client and the Partner in case of self pick-up by the Client may be settled by direct payment in case the Partner has self pick-up by the Client opted-in in accordance with Section 4.4.
7.7. Any outstanding principal amount due to Bolt should be paid by the Partner to Bolt upon receipt of respective notification from Bolt.
7.8. In case the Partner fails to make the payment under Section 7.7 by due date, it shall be liable to pay 0,5% interest per day from the total amount that is overdue. The Partner is liable to compensate Bolt all reasonable expenses (including those charged by any debt collection agency) together with all administrative, legal and other costs incurred in the collection of any overdue payment. The minimum compensation charge for such costs is EUR 10 (or equivalent in local currency).
7.9. Bolt has the right to forward and publish the data of the Partner and the fact, sum and other relevant information of debts of the Partner under this Agreement to debt collection agencies and other debt management service providers for the recovery of debts and/or for the publication, processing and management of data in the debtors' database, as well as for the publication of debt data for the purposes of making credit decisions.

8. TERM, TERMINATION AND SUSPENSION OF USE
8.1. The Agreement is entered into for an unspecified period of time (without term), unless agreed otherwise in the Partner Specific Conditions.
8.2. If the Partner breaches any of its obligations under the Agreement, any applicable laws or regulations, disparage Bolt, or cause harm to Bolt’s brand, reputation or business as determined by Bolt in its own sole discretion, or Bolt has reasonable belief of fraudulent acts by the Partner when using the Bolt Food Platform, Bolt has the right to temporarily suspend the Partner from using the Bolt Food Platform or terminate this Agreement without any obligation to compensate for the loss of profit.
8.3. The Partner has the right to terminate the Agreement without cause at any time by giving notice at least 30 days in advance. Bolt has the right to terminate the Agreement with Partner at any time by giving reasoned notice at least 30 days in advance. Bolt shall not notify the Partner of termination in advance if Bolt:
8.3.1. is subject to a legal or regulatory obligation which requires Bolt to terminate the provision of the whole of its online intermediation services to a given Partner in a manner which does not allow Bolt to respect that notice period; or
8.3.2. exercises a right of termination under an imperative reason pursuant to national law; or
8.3.3. can demonstrate that the Partner concerned has repeatedly infringed these General Terms, resulting in the termination of the provision of the whole of the online intermediation services in question.
8.4. The Partner has the right to extraordinarily terminate the Agreement without a notice period, if Bolt repeatedly fails to comply with or breaches any of the obligations set forth in these General Terms.
8.5. The termination of the Agreement will not affect:
8.5.1. any accrued rights of either party, including any right to receive any payments due but

unpaid before the termination; or
8.5.2. obligations, which are expressed to survive the termination.
8.6. In the event that after the extraordinary termination of the Agreement there is an ongoing offline marketing campaign featuring (among others) the Partner or any of the Partner's establishments, then Bolt is entitled to refrain from making any changes to the campaign materials regarding the Partner or the Partner's establishments.

9. LICENSING, DATA PROCESSING AND INTELLECTUAL PROPERTY RIGHTS
9.1. Bolt grants a revocable, non-exclusive, non-transferable, non-sublicensable license to the Partner for using the Bolt Food Platform for the purpose of selling Goods and, in case the delivery services are provided by the Partner, for providing the delivery service.
9.2. By concluding the Agreement, the Partner grants a royalty free sub-licensable worldwide non-exclusive licence to Bolt to use, reproduce, distribute, communicate, modify, translate, publish or publicly display the Partner's Content for operating, promoting, and improving the Bolt Food platform, unless otherwise agreed between the parties. The license is valid for as long as the Partner's Content is protected by intellectual property rights.The Partner represents and warrants that it is the holder of the respective intellectual property rights and that its name and trade mark and all material to be uploaded in the Bolt Food Platform by Bolt (including, but not limited to photos of the Goods) does not infringe any third party rights, including any intellectual property rights. In cases where the photos of the Goods are taken on the expense of or by a person appointed by Bolt, all rights related thereto (including intellectual property rights and the right of use) shall belong to Bolt. If the Partner has opted to buy the licence for the use of the photos of Goods, the Partner will be granted access to and it may use such photos of Goods for any purposes, except for displaying them on platforms that are competing with Bolt and using them for the provision of the same services as the Partner provides to Bolt.
9.3. All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of Bolt during the provision of services under the General Terms (including the Bolt Food Platform, Confidential Information and where relevant, photos of Goods), as well as all data and statistics about the sales made through the Bolt Food Platform belong to Bolt. The Partner 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. Bolt shall maintain the data and statistics about the sales for each reference period for a period of one year after the end of said reference period.
9.4. The Partners 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.
9.5. The terms and conditions for processing the personal data of the Clients and the Delivery Partners is established in Schedule 2 (Data Sharing Agreement).

10. CONFIDENTIALITY
10.1. During the term of the Agreement and for a period of five years following the expiry or termination of the Agreement, Bolt and the Partner shall not disclose and shall maintain the confidentiality of all Confidential Information of the other party.
10.2. Confidential Information of the other party may be disclosed to third parties only subject to a prior written notice of the other party. Notwithstanding the above, Confidential Information may be disclosed to the party's attorneys, auditors, accountants, consultants and subcontractors, provided that such persons perform their obligations in connection with the Agreement and are

subject to a confidentiality clause.

11. **ANTI-MONEY LAUNDERING RULES**

11.1. The Partner warrants that it is in compliance with the requirements of any applicable anti money laundering laws and regulations applicable to it. The Partner warrants that it is not and any of its affiliates or ultimate beneficial owners is not subject to any international sanctions, boycotts, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws, decrees, ordinances, orders, demands, requests, rules or requirements.

11.2. Bolt has the right to conduct reviews of the Partner's compliance with anti-money laundering rules and/or suspend the Partner from using the Bolt Food Platform without prior notice, for the purpose of detecting fraud or any other violation thereof.

11.3. The Partner has to notify Bolt immediately of any circumstances that may refer to a violation of this Section 11.

12. LIABILITY AND INSURANCE

12.1. Bolt is not liable for the performance of the Sales Agreement nor for any claims presented under the Sales Agreement, including but not limited to cases of sale and/or handing over of alcoholic beverages or any other Goods controlled under applicable local laws to Clients who are below the required minimum age and only during the times allowed under applicable laws as well as in case the Client fails to pay directly to the Partner at the Partner's establishment in case of pick-up.

12.2. Bolt is not liable for any indirect damage or loss of profit that the Partner may bear due to possible interruptions of availability or functioning of the Bolt Food Platform in any device.

12.3. Bolt is not liable for any indirect damage or loss of profit, unless caused intentionally or due to gross negligence.

12.4. The Partner shall indemnify, defend and hold Bolt harmless from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses in respect of or resulting from the performance of the services by the Partner under the General Terms.

12.5. The Partner shall indemnify to Bolt all extra costs that Bolt incurred due to the Partner breaching its obligations under the Agreement (e.g. and not limited to the costs of having the Delivery Partner return to the Partner before delivery of the Order to the Client, to retrieve Goods that the Partner initially failed to include in the Order).

12.6. The Partner is liable for the loss, theft of or any damage to the rented device provided by Bolt.

12.7. If the Client files a claim due to the breach of the Sales Agreement, the Partner shall release Bolt from all liability regarding the claim. In case the delivery services are provided by the Partner, the same applies to any claims due to the breach of the Delivery Agreement.

12.8. If provided so in the Partner Specific Conditions, the Partner shall procure that during the term of the Agreement, it has liability insurance in place for any liability towards its customers related to the Goods.

12.9. In case the delivery services are provided by the Partner, the Partner is solely liable for the performance of the Delivery Agreement and for any claims presented under the Delivery Agreement. Bolt is not liable for any failure or non-conformity of performing the Delivery Agreement and assumes no liability for any traffic violations or accidents sustained during the performance of the Delivery Agreement.

12.10. The Partner shall indemnify and hold Bolt harmless from and against any and all claims and liabilities, costs, and expenses (including the reasonable fees of attorneys and other

professionals) which result from or arise out of (i) the use of the Partner's name, trade mark or any other materials (including the photos of Goods) by Bolt in accordance with Section 9; or (ii) breach by the Partner of any representation, warranty, covenant or obligation contained in this Agreement.
12.11. The Partner 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 Partner acknowledges that using fake devices and other solutions which try to communicate with Bolt's systems is not allowed. The Partner 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.
12.12. The Partner shall assume the responsibility for the Client's right of revocation in accordance with the mandatory provisions of the country where the Client is situated.

13. MISCELLANEOUS
13.1. The Partner has the right to challenge any decision made by Bolt according to the Sections 5.10-5.13 of these General Terms, the termination of the Agreement, temporary suspension and other alleged non-compliance of Bolt with the Regulation, in accordance with the Internal Complaint-Handling System Rules of Bolt available on https://bolt.eu/en-gh/support/categories/360001224900/.
13.2. If there is a conflict between the Partner Specific Conditions, Special Terms (if applicable), the General Terms, Schedules, or any other document incorporated by reference into the Agreement, then precedence shall be given first to the Partner Specific Conditions, second to the Special Terms (if applicable), third to the General Terms, fourth to the Schedules and fifth to any other document incorporated by reference into the Agreement.
13.3. Notices and other communications under the Agreement shall be made by way of registered mail or courier with proof of receipt, or email
13.4. Where versions of the Agreement exist in any other language, the English version shall prevail.
13.5. Bolt reserves the right to update the General Terms anytime, by uploading the revised version on their webpage. Bolt will notify the Partner of any changes at least 30 days in advance. If the Partner does not agree to the updated General Terms, it should be communicated to Bolt in order to terminate the Agreement and discontinue the use of the Bolt Food Platform. If the Partner submits additional Goods to the Bolt Food Platform during the notice period referred to above, it shall be considered clear affirmative action to waive notice period.
13.6. The Partner may not assign any of the rights or obligations under the Agreement either in whole or in part.
13.7. Save as otherwise provided in this Agreement, the Agreement shall be governed by the substantive law of Estonia. If the respective dispute resulting from these General Terms could not be settled by negotiations, then the dispute will be finally solved in Harju County Court in Tallinn, Estonia.

14. RANKING
14.1. All Partners are displayed to the User in a ranked sequence. The main parameters are applied on the Bolt Food Platform in the following order:
14.1.1. **Frequency of use of the Partner's services**. If the Client has recently placed an Order with the Partner several times, the more likely the Partner will get a higher position on the Bolt

Food Platform.
14.1.2. **Distance from the User to the Partner**. The shorter the distance between the User and the Partner, the more likely the Partner will get a higher position on the Bolt Food Platform.
14.1.3. **ETA of the Order**. The shorter the Partner's Order delivery time, the more likely the Partner will get a higher position on the Bolt Food Platform.
14.1.4. **Delivery fee for the User**. The cheaper the delivery, the more likely the Partner will get a higher position on the Bolt Food Platform.
14.1.5. **Rating of the Partner**. The higher the rating of the Partner, the more likely the Partner will get a higher position on the Bolt Food Platform.
14.1.6. **Similarity of previous Orders of the Client**. The Partner offering similar Goods to the previous Orders of the Client will more likely get a higher position on the Bolt Food Platform.
14.2. Bolt is at its own discretion entitled to adjust the ranking of certain stores selling Goods that may not be suitable for certain audiences. This adjustment may involve downgrading to ensure appropriate visibility and accessibility aligned with the Bolt Food Platform's policies and audience suitability. Furthermore, Bolt at its own discretion entitled to create temporary rankings that may be based on the existence of the menu campaigns or newness of the Partner on the Bolt Food Platform. The visibility of Partner on the Bolt Food Platform may increase, should the Partner cover the costs of the Order or the Delivery Fee.

15. DIFFERENTIATED TREATMENT
15.1. Bolt treats differently Bolt Market which is one of the Partners on the Bolt Food Platform. Bolt Market is directly or indirectly owned by the legal entity that operates the Bolt Food Platform. Therefore, Bolt Market may be favored by the Bolt Food Platform. Bolt may, among other actions, promote Bolt Market on the Bolt Food Platform, run targeted campaigns for Bolt Market on the Bolt Food Platform, offer Bolt Market insight to the behavior of the Clients and build specific features for Bolt Market only.

16. ACCESS TO DATA
16.1. In addition to personal data referred to in Schedule 2 of these General Terms Bolt has access to certain data of its Users and Clients, such as:
16.1.1. Clients' Orders and contents of the Orders;
16.1.2. Users' visits of various screens on the Bolt Food Platform;
16.1.3. Users' text queries on search bar;
16.1.4. Clients' ratings of the Partners and comments.
16.2. Bolt shares certain data generated through the provision of services by the Bolt Food Platform or submitted to the Bolt Food Platform for the purposes of provision of services with the Partners. Such data includes, for example, aggregate sales data via weekly reports and data on ratings provided by the Clients.
16.3. The Partner understands and acknowledges that while every effort is made to ensure the accuracy of sales reports, there may be occasional discrepancies, errors, or inaccuracies that could affect the reported sales figures. These discrepancies may arise due to various factors, including but not limited to technical issues, data processing errors, or delays in data collection.

SCHEDULE 1
SERVICE LEVEL REQUIREMENTS
These Service Level Requirements are an integral part of the Agreement and apply to the Partner's activities in providing the service of preparing the Orders and where relevant, producing the Goods.

1. Accepting Orders

1.1. When the Client has placed an Order, the Partner ensures that the confirmation of said Order will be decided as communicated by Bolt from receiving the Order notification, except where Order auto-acceptance function is enabled, in which case all Orders will be automatically accepted by the Partner.

1.2. In the event that the Partner cannot provide the Goods as it was requested in the Order, the Partner will not confirm the Order in the Bolt Food Platform. In case an Order has been accepted by a Partner, it shall notify Bolt thereof through Bolt Food Platform, for Order to be cancelled. In such cases the Partner is not entitled to any fees under Section 6 of the General Terms and Bolt has the right to charge the Partner for the cost of the delivery.

1.3. If the Partner has run out of a certain Goods, the Partner shall mark that Goods as unavailable in the Bolt Food Platform as soon as reasonably possible, but in any event within 10 minutes from discovering the lack of that Goods.

2. Preparing of Orders

2.1. The Partner ensures that the Goods are prepared, handled and stored in accordance with all requirements arising from applicable law at all times up to and including the time of delivery of the ordered Goods to the Client or handing-over Goods directly to a Client in case of a Client self pick-up service. The Partner's obligation to comply with all applicable law requirements includes (without limitation) all rules and regulations governing the time, temperature or other methods required for food hygiene and safety in case the Goods contain food and compliance with any additional rules applicable to handling and sale of controlled Goods under the local laws.

2.2. The Partner ensures that all Orders will be prepared within the preset time-frame indicated for each Order on the Bolt Food Platform. The Order shall be ready to be picked-up by the Delivery Partner or by the Client no earlier than within the last 5 minutes of the Goods preparation time frame. In case of self pick-up by the Client, the Partner has to mark the Order "Picked-up" once the Order has been picked-up and the Client has paid for the Order (if applicable).

3. Delivery of Orders

3.1. In case the delivery services are provided by the Partner, the Partner marks the Order as "Picked Up" once the Order has been picked up by the Partner's employee and/or contractor for the delivery.

3.2. After handing over the possession of the Order to the Client by the Partner's employee and/or contractor, the Partner marks the Order as "Delivered" on the Bolt Food Platform.

3.3. If the Client fails to take possession of the Order (does not pick up the phone, does not answer the door, etc), the Partner's employee and/or contractor has to contact the Client on the phone number indicated on the Bolt Food Platform on at least 3 separate occasions and stay with the Order at the Drop-Off Location during a 5 minute time frame. If the Client is still unavailable and unable to take possession of the Order, the Partner will contact Bolt's customer service in order to authorise Bolt to cancel the delivery and fully charge the Client for the delivery, as well as to receive further advice regarding the Order.

SCHEDULE 2
DATA SHARING AGREEMENT

This Data Sharing Agreement ("**DSA**") is an integral part of the Agreement and shall apply to all

relations that are formed between Bolt and the Partner (individually as a "**Party**" and collectively as the "**Parties**") in the course of using the Bolt Food Platform and relate to processing of the personal data.

1. DEFINITIONS

Adequacy Decision means a country, territory or sector within a country which has been subject to a decision, and continues to be subject to such decision for the duration of the Agreement, of ensuring an adequate level of protection for Personal Data under Applicable Data Protection Laws.

Agreed Purposes enabling the Partner to solicit Orders of Goods from the Clients via the Bolt Food Platform.

Applicable Data Protection Laws means all laws and regulations applicable to the Processing of Personal Data under the Agreement and this DSA including, but not limited to:
Data Protection Act, 2012 (Act 843), (as may be amended from time to time);
Data Protection Act, 2019 and associated Regulations (as may be amended from time to time), including but not limited to: the Data Protection (Compliance and Enforcement) Regulation, 2021; the Data Protection (Registration of Data Controllers & Data Processors) Regulations, 2021; and the Data Protection (General) Regulations, 2021; the EU GDPR; the UK GDPR; and the UK Data Protection Act 2018.

Data Controller shall have the same meaning as if read in the context of Applicable Data Protection Laws. References to 'Data Controller' in this DSA shall be interchangeable with the term 'Controller' and 'Responsible Party'.

Data Protection Authority means an independent public authority which is established pursuant to Applicable Data Protection Law. For the purposes of this DSA, the term 'Supervisory Authority' shall be interchangeable with the term "Data Protection Authority": for Estonia, this is the Estonian Data Protection Inspectorate.

Data Subject shall have the same meaning as if read in the context of Applicable Data Protection Laws.

EU GDPR means the General Data Protection Regulation (EU) 2016/679.

EU Standard Contractual Clauses
means: (i) the standard contractual clauses adopted by the European Commission on 4th June 2021 for the transfer of Personal Data to third countries pursuant to the GDPR and where "MODULE ONE: Transfer controller to controller" therein is selected and applies where relevant; or (ii) such other standard contractual clauses that are approved by the European Commission for Controller to Controller transfers of Personal Data to a third country which has not received an Adequacy Decision (and are subsequently incorporated into this DSA).

Personal Data shall have the same meaning as if read in the context of Applicable Data Protection Laws.

Personal Data Breach shall have the same meaning as if read in the context of Applicable Data Protection Laws.

Process/ Processing shall have the same meaning as if read in the context of Applicable Data Protection Laws.

Restricted Transfer means a transfer of Personal Data to a country, a territory or specified sector within a country that: (i) is not subject to an Adequacy Decision; or (ii) is not subject to any derogations that would permit the transfer of the Personal Data to that country, territory or sector in accordance with Applicable Data Protection Laws (as applicable to the Personal Data transfer).

Shared Personal Data the Personal Data shared between the parties as specified in Clause 3.

Sensitive/ Special Category Personal Data shall have the same meaning as if read in the context of Applicable Data Protection Laws.
UK Approved Addendum means the template addendum issued by the UK's Information Commissioner's Office and laid before the UK Parliament in accordance with section 119A of the UK Data Protection Act 2018 on 2 February 2022, as it is revised under section 18 of the Mandatory Clauses from time to time. Where the template addendum referred to in this definition, it means the document entitled: International Data Transfer Addendum to the EU Commission Standard Contractual, version B1.0, in force 21 March 2022.
UK GDPR means the EU GDPR as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and 2020 respectively and any legislation in force in the United Kingdom from time to time that subsequently amends or replaces the UK GDPR.

2. PURPOSE AND ROLE OF THE PARTIES
2.1. This DSA is intended to document compliance with Applicable Data Protection Laws relating to the sharing of Personal Data between the Parties. Each Party must ensure compliance with Applicable Data Protection Laws at all times with respect to the Processing of Shared Personal Data under this DSA.
2.2. The Parties are considered separate and independent Data Controllers with respect to the Processing of Shared Personal Data under this DSA. The Parties agree and acknowledge that subject to compliance with the provisions of this DSA, each Party shall be able to determine the purpose and means of Processing the Shared Personal Data held under its control in accordance with its privacy notice.
2.3. The Parties DPO's shall act as the single point of contact ("**SpoC**") who will work together to resolve any issues about and improve the effectiveness of the Parties' data sharing.
2.4. Any notice or other formal communication given to a Party under or in connection with this DSA shall be in writing, addressed to the SPoCs and shall be sent by email to the SPoC. The corresponding email for Bolt is privacy@bolt.eu.

3. SHARED PERSONAL DATA
3.1. The types of Personal Data that will be shared between the Parties:
3.1.1.Personal Data disclosed about the Clients and Delivery Partners:
- First name and the first letter of the last name of the Client and the Delivery Partner
- Phone number of the Client and the Delivery Partner
- Order and the Order Price of the Client
- Feedback left by the Client on the Bolt Food Platform in relation to the Partner
- Any other notes made by the Client in relation to the Order through the Bolt Food Platform.

3.1.2.**Data Exporter:** Bolt Operations OÜ
3.1.3.**Data Importer:** Partner
3.2. Sensitive/Special Category Personal Data may be shared between the Parties only where compatible with the Data Protection Legislation.
3.3. The Parties agree wherever practicable to operate proportionate checks to ensure the accuracy of the Shared Personal Data and its correct incorporation into different systems.

4. DATA IMPORTER OBLIGATIONS
4.1. Where a Party acts as a Data Controller receiving Shared Personal Data (the "**Data**

Importer") from the other Party (the "**Data Exporter** ") as specified in Clause 3, the Data Importer shall:
4.1.1.only process the Shared Personal Data in accordance with Applicable Data Protection Laws and for the Agreed Purposes;
4.1.2.implement technical and organisational measures for the protection of Shared Personal Data and Data Subject rights and freedoms, including but not limited to ensuring that persons it authorises to Process the Shared Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
4.1.3.comply with the respective obligations contained in Applicable Data Protection Laws relating to principles of data processing, notification requirements, and compliance with Data Subject rights in respect of all Processing of Personal Data to which the Applicable Data Protection Laws apply;
4.1.4.ensure proper notification to the extent required by Applicable Data Protection Laws, in particular but not limited to obligations to notify the other Party regarding a rectification, erasure or restriction of Processing;
4.1.5.in the event of a Personal Data Breach concerning Shared Personal Data, shall take appropriate measures to address the Personal Data Breach, including measures to mitigate its possible adverse effects, and if the Personal Data Breach is likely to result in significant adverse effects, the Data Importer shall without undue delay, and in no event later than forty eight (48) hours after discovery of the Personal Data Breach, notify the other Party. The Data Importer, and if required with the cooperation of the other Party, will determine whether it is necessary to notify the Personal Data Breach to any relevant Data Protection Authority or Data Subject(s). The Data Importer shall document all relevant facts relating to the Personal Data Breach including its effects and any remedial action taken. Where the Data Importer is the Bolt Business Customer, the e-mail address to send the Personal Data Breach to Bolt is privacy@bolt.eu;
4.1.6.unless permitted otherwise by applicable law, keep confidential, and ensure its employees keep confidential, all Shared Personal Data received from the other Party;
4.1.7.ensure that any person acting under its authority, including a Processor, does not Process Shared Personal Data except on instructions from the Data Importer; and
4.1.8.not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes unless required to do so under applicable law (in which case the other party must be notified of such requirement).

5. DIRECT MARKETING
5.1. If a Party processes the Shared Personal Data for the purposes of direct marketing, that Party shall ensure that:
5.1.1.effective procedures and communications are in place to allow Data Subjects to exercise their rights to opt out from direct marketing;
5.1.2.effective procedures are in place to enable that Party to advise other Party of any opt out that encompasses those other Party; and
5.1.3.an appropriate legal basis has been confirmed (and, where necessary, evidenced) for the Shared Personal Data to be used for the purposes of direct marketing.

6. SECURITY AND TRAINING
6.1. Each Party shall only provide and receive the Shared Personal Data using secure methods, having regard to the availability of joint or shared IT systems, the technology for facilitating data transfers, the risk of data loss or breach and the cost of implementing such measures.

7. INTERNATIONAL TRANSFERS OF PERSONAL DATA

7.1. To the extent that any Restricted Transfers of Shared Personal Data will be undertaken between the Bolt Business Customer and Bolt, Parties shall ensure that it complies with Applicable Data Protection Laws when effecting such a transfer.

7.2. The Parties shall only undertake Restricted Transfers of Shared Personal Data to other third parties (onward transfers) in compliance with Applicable Data Protection Laws.

8. TERMINATION OF DSA

8.1. Should both Parties unanimously wish to terminate the DSA, a process to identify the future ownership of and confirm as necessary mutual rights to use any Shared Personal Data will be undertaken and completed prior to termination of the DSA.

9. MISCELLANEOUS

9.1. In the event of a dispute or claim brought by a Data Subject or a Data Protection Authority concerning the Processing of Shared Personal Data against any or all Parties, the Parties will inform each other as necessary about the dispute or claim, and will cooperate with a view to settling the dispute or claim amicably in a timely fashion.

9.2. Bolt Business Customer shall, at all times during and after the term of this DSA, defend, hold harmless and indemnify (at its own expense) Bolt on demand against any claims, Loss, damages, costs or expenses and other liabilities (including but not limited to legal fees) incurred by Bolt arising out of or in connection with:

9.2.1.any failure by the Bolt Business Customer, its employees, subcontractors, or agents to comply with: (i) any of the Bolt Business Customer's obligations under this DSA; (ii) any of the Bolt Business Customer's data protection obligations in the Agreement; and/or (iii) any Applicable Data Protection Laws; and

9.2.2.any Personal Data Breach suffered by the Bolt Business Customer or caused by the Bolt Business Customer whether directly or indirectly.

9.3. The parties agree that any limitation of liability provisions set forth in the Agreement will not apply to the indemnity in this Clause 9.

9.4. If any provision of this DSA is declared invalid, unlawful or unenforceable by a competent authority or court, then the remainder of this DSA shall remain valid. This DSA shall be governed by and construed in accordance with the laws governing the Agreement, and any disputes shall be resolved by the courts agreed for resolution of disputes under the Agreement.

SCHEDULE 3

**TECHNICAL AND ORGANISATIONAL SECURITY MEASURES
**

The following descriptions provide an overview of the minimum level of technical, organisational and security measures to be implemented by the Partner.

1. Entrance Control

1.1. The business premises are protected during opening hours with a digital keypad lock. Only authorised persons have access to the pin code, which is changed quarterly.

1.2. Out of hours, the business premises are locked and protected by a monitored alarm system. Access can only be gained by a registered keyholder, and the alarm system can only be disabled by authorised persons.All visitors must report to reception and are not permitted entry without appropriate cause.

1.3. In addition to the above, a motion-activated video camera records all access to the building.

2. System Access Control
2.1. Remote access to the data processing systems is only possible through the Bolt Business Customer's secure VPN tunnel.
2.2. Additional technical protections are in place using firewalls and proxy servers and state of the art encryption technology that is applied where appropriate to meet the protective purpose based on risk and data protection impact assessment.

3. Data Access Control
3.1. Access to data necessary for the performance of the particular task is ensured within the systems and applications by a corresponding role and authorisation concept. In accordance to the "least privilege" and "need-to-know" principles, each role has only those rights which are necessary for the fulfilment of the task to be performed by the individual person.
3.2. To maintain data access control, state of the art encryption technology is applied to the Personal Data itself where deemed appropriate to protect sensitive data based on risk.

4. Transmission Control
4.1. For the purpose of transfer control, an encryption technology is used (e.g. remote access to the Bolt Business Customer's network via two factor VPN tunnel and full disk encryption). The suitability of an encryption technology is measured against the protective purpose.

5. Data Entry Control
5.1. System inputs are recorded in the form of log files therefore it is possible to review retroactively whether and by whom Personal Data was entered, altered or deleted.

6. Data Processing Control
6.1. Details regarding data processing control are set forth in the Agreement and DSA.

7. Availability Control
7.1. Data is stored in a manner which is reasonably required to decrease the likelihood of service outage.
7.2. If Personal Data is no longer required for the purposes for which it was processed, it is deleted promptly. It should be noted that with each deletion, the Personal Data is only locked in the first instance and is then deleted for good with a certain delay. This is done in order to prevent accidental deletions or possible intentional damage.