

# General Terms and Conditions for Bolt Business account

## Bolt Business 帳戶一般條款及條件

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.

本文件係規範客戶得據以使用 Bolt Business 帳戶及一項或多項相關 Bolt Business 產品之條款及條件。

Effective from 29.04.2026

生效日：115年4月29日

### 1. Definitions

#### 定義

- 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;

本協議—指公司與 Bolt 間之協議，包括本一般條款及條件，以及如經約定之任何產品附錄、特別條款或附件；

- 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), and (d) the Taiwan Personal Data Protection Act, as well as all laws implementing each of (a) to (d) above, including the UK Data Protection Act 2018 and Taiwan Personal Data Protection Act, as amended and updated from time to time, or such other laws applicable in the relevant jurisdiction, and any legislation that replaces, amends, or consolidates such laws from time to time;

應適用之資料保護法規—指適用於本協議項下個人資料處理之一切資料保護、隱私及資訊安全之法律、法規、指令或其他具拘束力文件，包括（如適用但不限於）：(a) 一般資料保護規則（EU 2016/679）（下稱「GDPR」）；(b) 英國 GDPR；(c) 隱私及電子通訊指令（2002/58/EC，經修正）；及 (d) 臺灣個人資料保護法，以及前述 (a) 至 (d) 之各項實施法令，包括經不時修正更新之英國 2018 年資料保護法及臺灣個人資料保護法，或 相關司法轄區中其他應適用法律，及任何不時取代、修正或整合上開法律之法令；

- 1.3. Bolt** – Bolt Services (Taiwan) Ltd., a company limited by shares incorporated and registered under the laws of Taiwan having its registered office at 15F, No. 531, Sec. 4, Zhongxiao E. Rd., Xinyi Dist., Taipei City, Taiwan;

Bolt—指博歐特台灣服務股份有限公司，依臺灣法律設立並登記之股份有限公司，登記地址為臺灣臺北市信義區忠孝東路四段 531 號 15 樓；

- 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;

企業帳戶—指供公司管理及支付使用者使用服務之帳戶，並供使用 Bolt 啟用且由公司選擇之其他 Bolt Business 產品（例如 Ride Booker、Business Card、APIs）使用之帳戶；

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

Bolt 平台—指 Bolt 為促成供應商服務之線上媒合而提供之整體技術平台；

- 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/](https://bolt.eu/en/legal/) or [food.bolt.eu/legal](https://food.bolt.eu/legal) as applicable in the relevant territory, and as may be amended from time to time. For the avoidance of doubt, Bolt is a technology

platform company that provides technology platform services that connects Users with Providers and for Company and/or Users to enjoy the services provided by these independent third-party providers. Bolt and/or its affiliates are not providers of transportation services or dispatchment services;

**Bolt 服務**—指 Bolt、其關係企業或合作夥伴，依適用於相關 Bolt 服務使用之服務條款 (Terms of Service)，透過 Bolt 平台提供之線上媒合服務。所有服務條款均可於相關地區適用之 [bolt.eu/en/legal/](https://bolt.eu/en/legal/) 或 [food.bolt.eu/legal](https://food.bolt.eu/legal/) 查閱，且得不時修訂。為免疑義，Bolt 為技術平台公司，提供技術平台服務以連結使用者與供應商，使公司及／或使用者得享受該等獨立第三方供應商所提供之服務。Bolt 及／或其關係企業並非運輸服務或派遣服務之提供者；

- 1.7. Business Service Fee** – the fee for Company’s use of Business account, which may amount to 10% of the fee chargeable for the Bolt Services and Coupons used unless stated otherwise on the Company Dashboard

企業服務費—指公司使用企業帳戶所應支付之費用，除公司控制台另有載明外，該費用得為 Bolt 服務及已使用優惠券應收費費用之 10%；

- 1.8. Company Dashboard** – gateway to use the Business account;

公司控制台—指使用企業帳戶之入口；

- 1.9. Company** – a company, legal entity or other person in whose name the Business account is maintained for acting in its commercial and/or professional capacity only;

公司—指公司、法人或企業透過其他人之名義開立企業帳戶之人者；

- 1.10. 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;

優惠券—指由公司產生之單一代碼或一組代碼，各該代碼使其使用者就相關地區可提供之服務應付費用，享有由公司部分或全額支付之利益，且得不時調整。公司得於公司控制台或 Coupons API 所設定之限制內產生優惠券，相關限制例如有效國家、代碼數量及面額，以及有效期間；

- 1.11. 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”);

資料控制者—指單獨或與他人共同決定個人資料處理目的及方法之實體，或應適用之資料保護法規下功能相當之角色（包括於相關情況下之「控制者」及「責任主體」等用語）；

- 1.12. 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”);

資料處理者—指代表資料控制者處理個人資料之實體，或應適用之資料保護法規下功能相當之角色（包括於相關情況下之「處理者」或「利用者」等用語）；

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

資料保護主管機關—指負責執行或監督遵循應適用之資料保護法規之任何有權政府、監管、監督或其他公權力機關；

- 1.14. 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”;

資料主體一指與個人資料有關之任何已識別或可識別之個人，或應適用之資料保護法規下之任何同等概念，例如「消費者」、「個人」、「資料當事人」或「個人資料所有者」；

- 1.15. 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;

個人資料一指得直接識別或間接識別個人之任何資訊，或依應適用之資料保護法規被保護之個人資料、個人資訊或同等概念之任何資訊；

- 1.16. 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;

個人資料外洩事件一指任何未經授權或意外之存取、揭露、遺失、變更、毀損，或其他影響個人資料安全性、機密性、完整性或可用性之情事，或依應適用之資料保護法規構成個人資料或資訊安全事故之任何性質相當事件；

- 1.17. 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;

個人資料共享附件一指本協議之附件，載明雙方就共享個人資料所各自享有之權利及應負之義務；

- 1.18. 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;

處理及其衍生詞一指對個人資料所為之任何處理或一系列處理，不論是否以自動化方式為之，包括蒐集、記錄、整理、建置、儲存、調整、變更、檢索、查閱、使用、揭露、傳輸、散布、刪除或銷毀等，或應適用之資料保護法規所定義之任何功能相當活動；

- 1.19. Provider** – independent third-party service provider that offers its goods or services, as applicable, on Bolt Platform;

供應商一指於 Bolt 平台上提供其商品或服務(如適用)之獨立第三方服務提供者；

- 1.20. Provider Services** – goods and/or services, as applicable, offered by Providers on Bolt Platform;

供應商服務一指供應商於 Bolt 平台上提供之商品及／或服務(如適用)；

- 1.21. Services** – Bolt Services and Provider Services;

服務一指 Bolt 服務及供應商服務；

- 1.22. 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;

共享個人資料一指雙方依本協議或與本協議相關而共享或以其他方式提供之任何個人資料，其內容詳載於個人資料共享附件。為釐清疑義，共享個人資料不包括個人於使用 Bolt 服務時直接提供予 Bolt 之任何個人資料；

- 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.

使用者一指依服務條款使用服務(例如乘客),並得於公司設定之限制內受益於企業帳戶之人。

## 2. Rules of use of Business account

### 企業帳戶使用規則

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

公司應負責提供正確且完整之資訊,並應隨時保持該等資訊為最新。

- 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.

如公司所選擇之付款方式有任何變更,而可能影響Bolt依本協議向公司收費之能力者,公司應立即通知 Bolt。

- 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:

公司應限制只有被授權之代表得以存取企業帳戶。公司應確保該等被授權代表不得與任何第三人分享或轉讓其存取權限。公司應對其憑證下所發生之一切活動負責,並應確保使用可用之安全功能(包括於適用時之雙重驗證)、妥善保管存取憑證,並依善良管理人注意義務防止帳戶遭受網路釣魚、社交工程或其他詐欺活動侵害,且公司確認:

- 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;

如使用者於其 Bolt 應用程式中變更電話號碼,該使用者於企業帳戶中之電話號碼亦將自動同步變更;

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

公司應將優惠券之適用限制及相關細節告知獲配發該優惠券之使用者。

- 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.

公司於本協議期間內,依本協議取得使用企業帳戶之權利。企業帳戶、相關 Bolt Business 產品、Bolt 服務,以及前述各項之任何修改或衍生作品,其一切權利、所有權及利益(包括智慧財產權)均歸 Bolt、及其關係企業及授權人所有。除 Bolt 以書面明示授與之權利外,公司不取得任何權利,包括任何智慧財產權之所有權。

- 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:

公司僅得依本協議就合法商業目的,使用與企業帳戶相關之 Bolt Business 產品,不得將企業帳戶用於未經授權或違法之目的,亦不得妨礙企業帳戶之正常運作;例如:公司不得自行,亦不得授權第三人從事下列行為:

- 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;
- 對企業帳戶相關之原始碼或底層技術、方法論或演算法進行反編譯、反組譯、逆向工程, 或以其他方式試圖加以導出;
- 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;
- 故意植入病毒、木馬、蠕蟲、邏輯炸彈或其他可能以任何方式損害企業帳戶使用之資料, 而濫用企業帳戶;
- 2.5.3.** circumvent, disable or otherwise interfere with any security related features of Business account;
- 規避、停用或以其他方式干擾企業帳戶之任何安全相關功能;
- 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;
- 鼓吹、推廣或參與任何非法或違法行為, 或從事對任何人或財產造成損害或傷害之行為;
- 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;
- 除依本協議外, 自企業帳戶蒐集任何資料, 包括但不限於禁止資料擷取 (data scraping);
- 2.5.6.** impose any additional fees or charges on a User.
- 向使用者收取任何額外費用或款項。
- 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.
- 如使用者之個人帳戶遭暫停或終止, 該使用者對企業帳戶之存取權亦可能遭暫停或終止。

### **3. Payments and refunds**

#### **付款與退款**

- 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:
- 除公司控制台或本協議另有規定外, 公司之信用卡、簽帳金融卡或企業帳戶所支援之其他付款方式, 將被扣收下列款項:
- 3.1.1.** the fee for the use of the Services;
- 使用服務之費用;
- 3.1.2.** the fee for any Coupons used in connection with the Services;
- 與服務相關所使用之任何優惠券費用;
- 3.1.3.** the applicable Business Service Fee; and
- 適用之企業服務費; 及
- 3.1.4.** other fees agreed upon under the Agreement.

本協議約定之其他費用。

- 3.2. All payments, including but not limited to payment for the Coupons and the Business 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.

所有付款，包括但不限於優惠券款項及企業服務費，均應以使用相關服務或本協議項下其他服務之國家所適用之當地貨幣處理。

- 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.

除本協議明文另有規定外，所有付款概不退款。任何退款均將以點數／額度形式提供，供未來支付服務費用使用。

- 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.

有關企業帳戶及服務之對帳單，以及任何發票，應由 Bolt、其關係企業或合作夥伴，或就其供應商服務（運輸、銷售、外送或租賃服務）之供應商，依服務條款及／或本協議之規定提供予公司。

- 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.

對帳單應以公司於締結本協議時申報所在地適用之貨幣提供。對於在其他幣別地區使用之服務費用換算，Bolt 得依其合理裁量決定應適用之匯率。

- 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 and, as applicable, 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 Customer's respective payment obligation is deemed to be fulfilled when the Customer has made payment in accordance with the Agreement with Bolt. 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.

公司確認，凡透過 Bolt 平台提供供應商服務之各供應商，均已授權 Bolt 就相應之運輸、銷售、外送或租賃服務協議擔任其商業代理人（如適用）。Bolt 有權代表供應商收取使用者及／或公司依服務協議及本協議應支付之服務費或其他費用。於此情形，公司依本協議向 Bolt 完成付款時，即視為已履行其對相關供應商之付款義務。若依服務條款由 Bolt 作為 Bolt 平台上所提供服務之供應者時，本條不適用之。

## 4. Personal data processing

### 個人資料處理

- 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.

於雙方依本協議或與本協議相關而共享或以其他方式提供任何共享個人資料之範圍內，各方均應以獨立之資料控制者身份，就其對該等資料之處理，遵循所有應適用之資料保護法規下各自之義務。

- 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.

雙方就共享及各自處理共享個人資料所享有之權利與應負之義務，均載於個人資料共享附件；該附件構成本協議之一部分，並以引用方式併入本協議。

## 5. Confidentiality

### 保密

- 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:

除下列情形外，雙方應就其因本協議而自他方取得之任何商業、技術或財務資訊（包括但不限於構成本協議不可分割一部分之任何特別條款）（下稱「機密資訊」）負保密義務：

- 5.1.1. the disclosing party permits in writing the requested disclosure of particular Confidential Information;

揭露方以書面同意揭露特定機密資訊；

- 5.1.2. such Confidential Information is already public or becomes publicly available without the breach of this clause 5;

該機密資訊已屬公開，或非因違反本第 5 條而成為公開資訊；

- 5.1.3. the receiving party uses Confidential Information solely for the purposes permitted under the Agreement;

受領方僅於本協議所允許之目的下使用機密資訊；

- 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;

受領方基於知悉必要原則，於其企業集團內揭露機密資訊，且受領方應確保相關人員知悉並遵守本保密義務；

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

應適用之強制性法律所要求之機密資訊揭露；或

- 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).

受領方收受行政或司法命令，或其他類似之機密資訊揭露要求，而受領方已就該等要求向揭露方發出書面通知，使揭露方得主張任何可行之拒絕揭露抗辯（但主管機關之合法要求禁止通知者，不在此限）。

- 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.

受領方對揭露方機密資訊之保護程度，不得低於其保護自身專有及機密資訊之方式，且在任何情況下均不得低於善良管理人注意義務之標準。

## 6. Liability

### 責任

- 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.

企業帳戶、相關 Bolt Business 產品及 Bolt 服務係按「現況」及「可提供時」之基礎提供。Bolt 不保證其存取不間斷或無錯誤。如軟體發生任何瑕疵，Bolt 應以合理努力儘速修正。於適用法律所允許之最大範圍內，且除本協議明示規定外，Bolt 否認一切明示或默示之陳述、保證及條件，包括符合通常交易品質及特定目的適用性之所有保證。

- 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.

Bolt 於一個日曆年期間內，就因本協議所生或與本協議相關之一切請求，不論其性質為契約、侵權或其他，所負之總累積責任，以首宗請求發生日前 3 個月內公司依本協議支付予 Bolt 之金額為上限。

- 6.3.** Bolt shall not be liable whether in tort, contract, or otherwise for:

無論基於侵權、契約或其他法律關係，Bolt 均不對下列事項負責：

- 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;

其系統故障致無法提供或不能提供服務、企業帳戶或任何 Bolt Business 產品；

- 6.3.2.** loss of business or profits;

營業損失或所失利益；

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

任何純經濟性、特別、間接或衍生性之損失、成本、損害、費用或支出；

- 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;

因公司或任何使用者未使用可用之安全功能（包括於適用時之雙重驗證）、未妥善保管其存取憑證，或未以善良管理人注意義務保護其帳戶免於網路釣魚、社交工程或其他詐欺活動，而引起或與之相關之未經授權存取、遺失或資料事件；

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

因公司提供之資料不正確或不完整所致之任何成本、損失或損害；亦不對下列事項負責：

- 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, taxi company, fleet) other than a Bolt affiliate.

任何供應商或其他透過 Bolt 平台提供服務之第三人（例如駕駛、快遞、計程車公司、車隊）之作為、錯誤或不作為，但 Bolt 關係企業不在此限。

- 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.

公司應對其代表人及使用者之一切活動負責，包括但不限於使用者違反服務條款之情形，以及因未經授權、詐欺或其他不法活動而於使用者使用服務或任何 Bolt Business 產品過程中所生之費用。

- 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.

Bolt 得於新聞稿或其他情況中，使用或提及公司之名稱、標誌、商標或服務標章，而無須就各次使用事先取得公司同意。公司亦得於事先取得 Bolt 同意後為相同之使用。

- 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.

不可抗力：若任一方因罷工、火災、水災、地震、政府行為、命令或限制、供應商或承包商失誤，或其他非其合理控制範圍、且非因其過失或故意不當行為所致之原因，而致給付不能者，於給付不能之範圍及期間內，應不可歸責於該方。

- 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.

公司應對 Bolt、供應商或其他任何人賠償因公司或任何使用者違反本協議、從事不法行為，或使用服務所生之一切請求、損害、損失、成本及費用（包括合理之律師費）。Bolt 得以公司選擇之付款方式收取該等費用。

- 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.

本協議任何條款均不限制或排除任一方因其過失所致之死亡或人身傷害責任，亦不限制或排除任何依應適用法律不得限制或排除之責任。

- 6.9. COMPANY ACKNOWLEDGES AND AGREES THAT THE BOLT SERVICES IS A TECHNOLOGY PLATFORM SERVICE THAT CONNECTS USERS WITH PROVIDERS AND FOR COMPANY AND/OR USERS TO ENJOY THE SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. BOLT AND/OR ITS AFFILIATES ARE NOT PROVIDERS OF TRANSPORTATION SERVICES OR DISPATCHMENT SERVICES. BOLT AND/OR ITS AFFILIATES DO NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR DISPATCHMENT SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER PROVIDER SERVICES RELATED TO INDEPENDENT THIRD-PARTY PROVIDERS THAT MAY BE OBTAINED VIA THE BOLT PLATFORM

公司確認並同意，BOLT 服務係一項技術平台服務，將使用者與供應商加以連結，使公司及／或使用者得享受獨立第三方供應商所提供之服務。BOLT 及／或其關係企業並非運輸服務或派遣服務之提供者。BOLT 及／或其關係企業不保證運輸或派遣服務之可得性、準時抵達或出發，或任何其他可透過 BOLT 平台取得且與獨立第三方供應商相關之供應商服務。

## 7. Term and termination

### 期間與終止

- 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.

本協議自公司申請開通企業帳戶經成功開通後生效，並持續有效至依本協議規定終止為止。

- 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.

任一方均得隨時基於任何理由，於至少7 日前通知他方時終止本協議。

- 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.

如一方重大違反本協議、任何適用法律或法規，或損害他方之品牌、商譽或業務，另一方得敘明相關理由而無須事先通知即終止本協議。

- 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.

所有未清償之付款義務，以及因責任、保密、爭議解決、準據法及其他依其性質應於終止後繼續有效之條款所生之義務，於本協議終止後仍應繼續有效。保密條款於本協議終止後 5 年失效。

- 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.

如有合理懷疑公司使用企業帳戶涉及重大違約或詐欺活動，則於調查期間內，公司對企業帳戶或其所啟用任何產品之存取權得遭暫停。

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

除適用附錄另有規定外，第 7 條所定之終止及暫停權利，亦得就特定產品附錄獨立行使。

## **8. Final provisions**

### **最後條款**

- 8.1.** Any notice or document under the Agreement shall be sufficiently given:

本協議項下之任何通知或文件，如以下列方式送達，應視為送達：

- 8.1.1.** if delivered personally, at the time of delivery to the party;

如為專人送達，於送達相對人時；

- 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;

如由快遞送達，於快遞載明之送達相對人之日期；

- 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;

如以掛號郵件寄送，於將文件交郵後第 10 日；

- 8.1.4.** if provided on the Company Dashboard, or if sent by email, on the 2nd day following the dispatch of the message.

如透過公司控制台提供, 或以電子郵件寄送, 於訊息發送後第 2 日。

- 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.

Bolt 保留隨時修改本一般條款及條件及任何產品附錄之權利。該等變更於生效前合理期間內, 經在公司控制台提供或通知至公司控制台所留存之公司聯絡資訊後, 即告生效。公司於變更生效後繼續使用企業帳戶, 即構成公司對該等變更之同意。

- 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.

Bolt 保留隨時新增、移除及更新企業帳戶、Bolt Business 產品、Bolt 服務、Bolt 應用程式、任何 Bolt 控制台或 API, 或其他 Bolt 平台或服務項目之功能與特性之權利, 包括但不限於價格、付款方式、控制台設定及使用 Bolt 服務之要求。

- 8.4.** Bolt reserves the right to offer promotional initiatives to Users for the benefit of Users at any time.

Bolt 保留隨時為使用者利益向使用者提供促銷方案之權利。

- 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

未經 Bolt 事前書面同意, 公司不得全部或一部轉讓或移轉本協議。Bolt 得不經公司同意而全部或一部轉讓或移轉本協議, 但受讓人不得為公司之直接競爭者, 且其應承擔本協議下之義務。

- 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.

本協議構成雙方就其標的事項之完整合意, 並取代雙方先前之一切溝通、草案、協議、陳述、保證、約定及承諾, 不論其為口頭或書面。

- 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.

任一方依應適用之強制性法律所享有之任何權利或負擔之任何義務, 於必要最小範圍內, 優先於本協議中任何與其牴觸之條款。

- 8.8.** Governing law and jurisdiction. The Agreement shall be governed by, and construed and enforced in accordance with the laws of Taiwan. 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 by the Taiwan Taipei District Court.

準據法與管轄法院: 本協議應以臺灣法律為準據法, 並依臺灣法律解釋及執行。凡因本協議所生或與本協議有關之爭議, 包括但不限於非契約請求, 如於 30 日內協商不成, 應以臺灣臺北地方法院為第一審專屬管轄法院。

- 8.9.** In case of conflict between the English and the Chinese text, the English version shall prevail.

中英文文義如有歧異, 以英文版本為準。

# Personal Data Sharing Annex

## 個人資料共享附件

### 1. Status and Incorporation

#### 地位與併入

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.

本附件構成企業條款及條件(即本協議)之一部分, 並併入本協議。於本附件中使用之特定名詞, 其意義依本協議本文之定義; 如本文未定義, 則依應適用之資料保護法規之規定。

### 2. Purpose and Roles of the Parties

#### 雙方之目的與角色

- 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.

本附件係為記錄雙方依本協議或與本協議相關而共享個人資料時, 遵循應適用之資料保護法規之情形。

- 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.

除下文第 2.3 條另有規定外, 各方就其依本協議所接收或以其他方式處理之共享個人資料, 均以獨立之資料控制者身份行事。

- 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.

如公司係代表第三方資料控制者, 以資料處理者身份將共享個人資料提供予 Bolt時, 該等共享行為應符合公司應適用之資料保護法規下之義務。於此情況下: (a) 本附件仍適用於該共享個人資料; (b) Bolt 與相關資料控制者就該共享個人資料均應各自作為獨立資料控制者; 且 (c) 於應適用之資料保護法規要求之範圍內, Bolt 將就公司所代表之相關資料控制者, 直接或於適當時或法律要求時透過公司, 提供本附件所述之合作。

- 2.4. Each Party shall at all times:

各方應於任何時候:

- 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;

就共享個人資料之處理, 須遵循應適用之資料保護法規, 包括遵守適用原則、合法處理要求及資料主體權利;

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

對資料主體維持適當透明度, 並提供應適用之資料保護法規要求之任何通知; 及

- 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.

於他方請求時，就共享個人資料提供合理合作與資訊，但以該等合作對他方履行其於應適用之資料保護法規下之義務或保障資料主體之權利與自由屬必要且相關者為限。

### 3. Description of Shared Personal Data

#### 共享個人資料之說明

- 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**.

公司依本協議提供予 Bolt 之共享個人資料，係指公司為使使用者得存取及使用 Bolt Business 產品而上傳至公司控制台之個人資料。通常包括使用者電話號碼，並得選擇性地包括使用者姓名（或別名）、電子郵件地址及使用者 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.

公司得向 Bolt 提供其他個人資料，但僅以服務目的所必要者為限，例如為解決支援查詢。

- 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.

Bolt 依本協議向公司提供之共享個人資料，包括與使用 Bolt Business 產品之公司使用者相關之訂單層級資訊，例如已完成行程之上下車地點，以及與供應商服務相關之供應商發票。

### 4. Obligations of the Receiving Party

#### 受領方之義務

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

一方如自他方接收共享個人資料，應：

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

僅依應適用之資料保護法規處理該共享個人資料；

- 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;

建置並維持適當之技術及組織措施，以保護共享個人資料免於意外或非法毀損、遺失、變更、未經授權之揭露或存取，並保障資料主體之權利與自由；

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

確保任何經授權處理共享個人資料之人均受保密義務拘束；

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

對其所接獲與其自身處理共享個人資料有關之任何資料主體請求，直接作出回應；

- 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

確保任何將共享個人資料移轉至最初蒐集該資料之司法轄區以外之國家或地區之行為，均符合應適用之資料保護法規，包括於必要時實施適當保障措施；

- 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.

僅於應適用之資料保護法規所允許且必要之期間內保留他方提供之共享個人資料，並於其後安全地刪除或去識別化。就此，公司可使用公司控制台中之使用者刪除功能，以刪除企業帳戶運作不再需要之共享個人資料。

## 5. Mutual Cooperation

### 相互合作

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

在不受限於第 2.4.3 條之前提下，各方就共享個人資料應：

- 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;

於法律允許之範圍內，立即將明顯係以他方為受領者之任何通知、資料主體請求或其他往來文件轉交他方，並提供進一步合理合作，以使他方得就其所處理之共享個人資料採取法律要求之行動；

- 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](mailto:privacy@bolt.eu)); and

於知悉涉及自他方接收之共享個人資料之外洩事件後，不得無故遲延，且至遲應於四十八(48)小時內通知他方(通知 Bolt 應寄送至 [privacy@bolt.eu](mailto:privacy@bolt.eu))；及

- 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.

維持其內部法遵文件及自我稽核程序，並於合理請求下，向他方提供合理必要之資訊，以證明其遵循本附件及應適用之資料保護法規。為釐清疑義，本條不授予，亦不得解釋為授予，對他方進行現場檢查或稽核之權利。

## 6. General

### 一般規定

- 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.

各方均應各自負責確保其遵循應適用之資料保護法規, 包括任何後續處理或進一步共享個人資料之行為。

- 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 就個人直接提供之個人資料, 係依其適用之隱私權公告進行處理; 該公告可於相關地區適用之 <https://bolt.eu/en/privacy/> 查閱。

# Bolt Business Ride Booker Addendum

## Bolt Business Ride Booker 附錄

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.

本附錄係 Bolt Business 帳戶一般條款及條件(下稱「企業帳戶條款」)之附錄。本附錄規定適用於公司使用 Ride Booker 產品之額外條款,就 Ride Booker 產品之事項,應優先於企業帳戶條款適用。

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.

Ride Booker 為一項應用程式,使公司得為未擁有個人 Bolt 帳戶,或未使用其個人 Bolt 帳戶提出及/或預約搭乘需求之個人(乘客)提出及/或安排行程。

### 1. Definitions

#### 定義

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

除本附錄另有規定外,企業帳戶條款所定義之用語於本附錄中應同其義。

#### 1.1. **Addendum** – this Bolt Business Ride Booker addendum;

本附錄—指本 Bolt Business Ride Booker 附錄;

#### 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/](https://bolt.eu/en/legal/) as may be amended from time to time;

企業帳戶條款—指適用於公司使用企業帳戶之 Business account 一般條款及條件,可於 [bolt.eu/en/legal/](https://bolt.eu/en/legal/) 查閱,且得不時修訂;

#### 1.3. **Passenger** – a person who is entitled to use the Ride-Hailing Services as the passenger;

乘客—指有權以乘客身份使用叫車服務之人;

#### 1.4. **Ride-Hailing Services** – transportation service provided by the Provider to the Company;

叫車服務—指由供應商向公司提供之運輸服務;

#### 1.5. **Ride Request** – request for provision of Ride-Hailing Services submitted by Company through the Ride Booker;

叫車請求—指公司透過 Ride Booker 提交之叫車服務請求;

#### 1.6. **Ride Booker** – application which enables the Company to make Ride Requests to Bolt Platform through Company's Bolt Business account;

Ride Booker—指使公司得透過其 Bolt Business 企業帳戶向 Bolt 平台提出叫車請求之應用程式;

#### 1.7. **Services** – Bolt Services and Ride-Hailing Services;

服務—指 Bolt 服務及叫車服務;

#### 1.8. **Provider** – independent third-party service provider that offers Ride Hailing-Services through the Bolt Platform;

供應商一指透過 Bolt 平台提供叫車服務之獨立第三方服務提供者；

- 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/](https://bolt.eu/en/legal/) as applicable in the relevant territory, and as may be amended from time to time.

叫車服務條款一指適用於相關地區之 Bolt 叫車服務使用條款，可於 [bolt.eu/en/legal/](https://bolt.eu/en/legal/) 查閱，且得不時修訂。

## **2. Access to Ride Booker**

### **Ride Booker 之存取**

- 2.1.** Subject to the conditions of this Addendum the Company shall have access to Ride Booker.

於符合本附錄條件之前提下，公司得存取 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.

Ride Booker 之提供範圍僅限於下列連結所列之地區：<https://bolt.eu/en-gb/cities/>，且得不時修訂，或由 Bolt 另行限制。Bolt 不保證所有 Ride Booker 功能均可於所有國家或對所有公司提供。部分功能可能因當地法規而受限制。

- 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.

公司應僅限制只有其被授權之代表的存取 Ride Booker。公司應確保該等被授權代表不得與任何第三人分享或轉讓其存取權限。公司應對其憑證下所發生之一切活動負責，並應確保使用可用之安全功能（包括於適用時之雙重驗證）、妥善保管存取憑證，並以合理注意保護帳戶免於網路釣魚、社交工程或其他詐欺活動。

## **3. Purpose of use**

### **使用目的**

- 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.

公司得使用 Ride Booker 將叫車請求轉送至 Bolt 平台，為未擁有個人 Bolt 帳戶，或未使用其個人 Bolt 帳戶提出及／或預約搭乘之乘客安排叫車服務。

- 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.

Ride Booker 係結合企業帳戶提供，供公司為因其與公司之關係（例如員工、主管或其他人員、承攬人或客戶）而得受益於該服務之乘客請求叫車服務。尤其公司不得將 Ride Booker 用於向公眾媒介叫車服務，或提供派遣或類似服務，亦不得以違反適用法律之方式提交叫車請求。

- 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.

如有合理懷疑未經授權使用或與 Ride Booker 有關之詐欺活動, Bolt 得採取技術性或行政措施。然而, Bolt 不保證且亦無此義務監控或偵測該等事件。

#### 4. Submission of Ride Requests

##### 提交叫車請求

- 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 Services that are provided in accordance with the Terms of Service for Ride Hailing available at [bolt.eu/en/legal/](http://bolt.eu/en/legal/) as may be amended from time to time, taking into account the more specific provisions of this Addendum.

透過 Ride Booker 向 Bolt 平台提出叫車請求、將該等請求媒介予供應商、由供應商接受並履行該等請求, 以及提供相應叫車服務之流程, 均屬依適用於相關地區且得不時修訂之叫車服務條款所提供之服務之一部分, 並應納入本附錄較具體之規定。

- 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).

透過 Ride Booker 提交之叫車請求, 將以公司名義提出。透過 Ride Booker 提交之叫車請求得包括例如上車地點、目的地, 以及有權使用叫車服務之乘客姓名與電話號碼等資訊。叫車請求得為即時接送, 或預約未來特定時間之行程(預約行程)。

- 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.

叫車服務係由在 Bolt 平台上活躍之獨立供應商提供。供應商接受叫車請求, 即成立供應商與公司間之叫車服務提供契約。

- 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.

乘客並非供應商與公司間叫車服務提供契約之當事人, 但乘客有權依該契約使用叫車服務。公司應對乘客於提供叫車服務期間之行為負責。

#### 5. Additional services by Bolt

##### Bolt 提供之附加服務

- 5.1. Upon request by the Company Bolt may provide certain additional support services to the Company as part of the Bolt Services related to the use of Ride Booker (the **Priority Support Services**). The provision of Priority Support Services will be subject to a separate agreement with Bolt setting out the nature and content of the services and fees payable to Bolt for the services (the **Priority Support Fee**).

應公司要求, Bolt 得作為與使用 Ride Booker 有關之 Bolt 服務之一部分, 向公司提供若干額外支援服務(下稱「優先支援服務」)。優先支援服務之提供, 應受雙方另行簽訂之協議拘束, 該協議將載明服務性質、內容及公司應向 Bolt 支付之費用(下稱「優先支援費」)。

- 5.2. The Priority Support Services may in particular include (i) access to a dedicated account and technical support team; (ii) accelerated resolution of technical escalations; (ii) prioritised handling of Company service tickets through a dedicated support queue; or (iii) accelerated resolution of prioritised tickets.

優先支援服務尤其得包括:(i) 使用專屬客戶及技術支援團隊;(ii) 加速處理技術升級案件;(iii) 透過專屬支援佇列優先處理公司服務工單;或 (iv) 加速處理優先工單。

## 6. Fees

### 費用

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

Ride Booker 之使用已包含於依企業帳戶條款應支付之企業服務費內。如提供優先支援服務，公司應額外支付優先支援費。

- 6.2. 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.

公司應負責支付因使用 Ride Booker 所生之一切費用及成本，包括因透過 Ride Booker 提出之叫車請求而由相關供應商提供叫車服務所生之任何費用及成本。該等費用及成本應依叫車服務條款決定。

## 7. Liability

### 責任

- 7.1. 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.

雙方就因使用 Ride Booker 所生或與之相關之請求，不論基於契約、侵權或其他性質，其責任及補償義務，均應適用企業帳戶條款。

- 7.2. 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.

雙方就與向 Bolt 平台提出叫車請求、媒合交車服務之供應商、供應商接受及履行該等請求，以及供應商提供相應叫車服務流程有關之 Bolt 服務所生或與之相關之任何請求，不論基於契約、侵權或其他性質，其責任均應適用叫車服務條款。對於任何叫車請求，無論是 Bolt 或公司，均不對供應商之作為、錯誤或不作為負責。

- 7.3. 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.

任何使用 Ride Booker 所提出之叫車請求，均將成立公司與供應商間之叫車服務提供契約，Bolt 對於該契約或其下所提供之任何叫車服務概不負責。就乘客因任何 Bolt 服務或叫車服務之提供所提出之一切請求，公司應對 Bolt 負賠償責任並使其免受損害。本條所定責任限制，應於法律允許之最大範圍內適用。