

Branding: General Terms (Kenya)

You can download an offline version of these Terms [here](#).

Last Updated: **1 December 2023**

These terms apply between you and Bolt when you have agreed to display Branding Materials on a vehicle. The arrangement may be terminated by you at any time in accordance with section 5.1.

1. Definitions

In this Agreement, the following definitions apply:

- 1.1 **Branding Materials:** means the vehicle stickers (or other materials) provided by Bolt.
- 1.2 **Branding Period:** a period of 3 months subject to earlier termination in accordance with this Agreement.
- 1.3 **Branding:** the display of the Branding Materials on the Designated Vehicle(s).
- 1.4 **Bolt:** means Bolt Operations OÜ a private limited company incorporated and registered under the laws of Republic of Estonia with registration code 14532901, registered office Vana-Lõuna tn 15, Tallinn 10134, Republic of Estonia
- 1.5 **Bolt Group:** means Bolt and its group companies.
- 1.6 **Bolt Standard Terms:** all terms and conditions, policies and guidelines issued by the Bolt Group from time to time that are applicable to you in respect of any use of the Bolt Group's platform and apps.
- 1.7 **Designated Location(s):** the location(s) on the Designated Vehicle(s) for the display of the Branding Materials as agreed between you and Bolt.
- 1.8 **Designated Vehicle(s):** the vehicle(s) to be used for the display of the Branding Materials (as agreed between you and Bolt).
- 1.9 **Incentives:** the incentives accessible to you in exchange for complying with your obligations in this Agreement, as communicated to you by Bolt in writing from time to time.
- 1.10 **VAT:** value added tax.

2. Branding

- 2.1. You agree to attach, display and keep the Branding Materials on the Designated Vehicle(s) for each Branding Period in accordance with the provisions of this Agreement. In exchange, Bolt shall arrange to let you access the Incentives subject to section 2.2.
- 2.2. The provision of the Incentives to you shall be conditional on the completion of any additional requirements communicated to you in writing and in advance by Bolt. If you do not comply with such requirements, you shall not be entitled to the Incentives. Please contact Bolt without delay if you need to clarify the additional requirements that apply to you. If you do not agree with such requirements, you may terminate this Agreement at any time in accordance with section 5.1.
- 2.3. You may be asked to contribute towards the cost of the Branding Materials. Where this is the case, these costs shall be made known to you before the Branding Materials are provided. By agreeing to the attachment of the Branding Materials to the Designated Vehicle(s), you agree to pay these costs. If you do not agree to such costs, you should not attach or allow the attachment of the Branding Materials to the Designated Vehicles.
- 2.4. You must keep the Branding Materials in the Designated Locations and in good condition at all times. You must inform Bolt if the Branding Materials become damaged or need replacing.
- 2.5. Bolt may require you to confirm that you are complying with your obligations in this Agreement. You agree to promptly provide such evidence to Bolt as it may reasonably require from time to time to that effect, including photographic evidence that the Branding Materials are attached to the Designated Vehicle(s).
- 2.6. You shall not be entitled to any Incentives for any period after this Agreement has expired

or terminated.

3. Duration and Renewal

3.1. The first Branding Period shall commence on the first day that the Branding Materials are displayed on Designated Vehicle(s) or such other date agreed with Bolt.

3.2. Unless earlier termination occurs, this Agreement will automatically renew on expiry of the Branding Period for successive periods of 3 months (each being a new Branding Period).

4. Warranties, Liabilities and Indemnities

4.1. You warrant to Bolt that:

4.1.1. you have and shall maintain for the duration of the Agreement all necessary consents to lawfully enter into and comply with your obligations in this Agreement, including any necessary consents from the owner of the Designated Vehicle(s), any insurer and any advertising regulator (as may be applicable);

4.1.2. complying with your obligations in this Agreement will not breach any other agreement entered into by you, nor invalidate or adversely affect any insurance coverage for the Designated Vehicle(s);

4.2.3. you will comply with all legal obligations that may apply to you in respect of the provision of the Incentives to you (including any tax obligations);

and by entering into this Agreement you agree to indemnify the Bolt Group in respect of any losses, damages, costs or claims that arise in connection with the same.

4.2. You are advised that attaching any stickers including the Branding Materials to any vehicle may potentially cause some discolouration or damage to the paintwork of that vehicle and you therefore agree to make your own enquiries, investigations and assessment as to the suitability of the Branding Materials for the Designated Vehicle(s). The Bolt Group shall accept no liability for any damage caused from the application or removal of Branding Materials to the Designated Vehicle(s) and by entering into this Agreement you agree to indemnify the Bolt Group in respect of any losses, damages, costs or claims that arise in connection with the same.

5. Termination

5.1. You may terminate this Agreement at any time by providing Bolt with written notice to that effect via the Bolt app.

5.2. Bolt may terminate this Agreement at any time by providing you with not less than 7 days' prior written notice to that effect (which may be via email or the Bolt app).

5.3. Bolt may terminate this Agreement with immediate effect at any time if you are in breach of this Agreement or the Bolt Standard Terms or if you do anything that in the reasonable opinion of Bolt brings Bolt's reputation into disrepute by providing you with written notification to that effect (which may be via email or the Bolt app). In these circumstances, Bolt shall be entitled Bolt to refuse to provide any Incentives that would otherwise be due pursuant to this Agreement.

5.4. This Agreement shall terminate immediately if your access to any use of the Bolt Group's platform and apps is terminated pursuant to the Bolt Standard Terms. In these circumstances, Bolt shall be entitled Bolt to refuse to provide any Incentives that would otherwise be due pursuant to this Agreement.

5.5. Upon termination of this Agreement the relevant Branding Period will end. You must remove the Branding Materials from the Designated Vehicle(s) immediately and dispose of them. You agree to cover any costs associated with their removal. You also agree that Bolt may require you to provide photographic evidence of the removal of the Branding Materials from the Designated Vehicle(s) which you must promptly provide if requested.

6. Other Provisions

6.1. Any sums payable by Bolt to You in accordance with this Agreement shall be deemed to be inclusive of any VAT and other taxes that may apply unless agreed otherwise in writing.

6.2. You agree that Bolt may at its election set-off any fees payable to You pursuant to this Agreement against any monies owed by You to the Bolt Group. You also agree that Bolt may set-off any overpayments made to you in connection to this Agreement from any monies owed to You by the Bolt Group.

6.3. Bolt may vary its means of delivering the Incentives to you from time to time provided that there is no impact to the value or timing of the provision of the Incentives.

6.4. All intellectual property in the Branding Materials shall remain exclusively in the ownership of the Bolt Group and the Branding Materials must not be copied, distributed, uploaded, or republished in any way without Bolt's prior written consent.

6.5. You agree that display of the Branding Materials after expiry of this Agreement will constitute a material unauthorised use of the Bolt Group's intellectual property and that you will indemnify the Bolt Group for all costs incurred (including professional and legal costs) associated with such circumstances and procuring the prompt removal and disposal of the Branding Materials.

6.6. If any provision of this Agreement is held to be unenforceable, the parties to this Agreement agree to substitute the affected provision with an enforceable provision that approximates the intent and economic effect of the affected provision and the Agreement shall be interpreted accordingly.

6.7. The failure or delay by either party to enforce any term of this Agreement shall not be deemed a waiver of such term.

6.8. This Agreement is subject exclusively to the same laws, courts and jurisdiction as the Bolt Standard Terms (as they apply to you).

6.9. Bolt may update these terms from time to time by providing you with no less than 7 days' notice to that effect. The version of the terms that will apply to You for a Branding Period will remain the version of these terms that were in force on the first day of the Branding Period.

6.10. Section 5, 5 and 6 shall survive termination of this Agreement.

6.11. Any personal data processed in relation to this Agreement will be processed in accordance with the privacy notice{(s)} made available [here](#).

End of Agreement