

You can download an offline version of these Terms for your records and future reference here [↗](#).

Last updated: 22 April 2025

These General Terms set forth the main terms and conditions applying to and governing the usage of the Bolt Services. In order to provide Transportation Services via using the Bolt Platform you must agree to the terms and conditions that are set forth below.

1. DEFINITIONS

1.1. Bolt (also referred to as “we”, “our” or “us”) – Bolt Services NZ Limited NZBN 9429052392993, a New Zealand registered company.

1.2. Bolt Services – services that Bolt provides, including provision and maintenance of Bolt App, Bolt Platform, In-app Payment (excluding Payment Services), customer support, communication between the Driver and the Passenger and other similar services.

1.3. Bolt App – a smartphone application for Drivers and Passengers to request and receive Transportation Services

1.4. Bolt Platform – means the entirety of the technology infrastructure made available by Bolt that is used to facilitate online intermediation of Transportation Services pursuant to these Terms (including the Driver App).

1.5. Passenger – a person requesting Transportation Services by using the Bolt Platform.

1.6. Driver (also referred to as „you“) – the person providing the Transportation Services via the Bolt Platform, under a contract as an independent contractor and not as an employee, agent, or partner of Bolt. Each Driver will get a personal Bolt Driver Account to use the Bolt App and the Bolt Platform.

1.7. Agreement – this agreement between Driver and Bolt regarding the use of Bolt Services which consists of: 1.7.1. these General Terms; 1.7.2. special terms displayed in Bolt App, e.g regarding price info or service descriptions; 1.7.3. the Drivers guidelines; and 1.7.4. other terms referred to in this Agreement as may be amended from time to time.

1.8. Payment Services Provider (PSP) - means Airwallex (New Zealand) Limited, registered as a Financial Service Provider on the New Zealand Financial Service Provider Register (NZ FSPR number FSP1001602).

1.9. PSP Account – means any account or wallet held by a Driver with the Payment Services Provider.

1.10. Payment Services - means the payment services, including payments collection and disbursement (as further described in the Bolt App) provided to you by the PSP and relevant PSP Partners in relation to, and in connection with, the Bolt Services.

1.11. PSP Partners - means relevant PSP affiliates and third party service providers.

1.12. Connected Account Agreement – means the terms and conditions entered into between you and Payment Services Provider in respect of the Payment Services.

1.13. Fare – the fee a Passenger is obliged to pay the Driver for provision of the Transportation Services.

1.14. Bolt Fee – the fee that a Driver is obliged to pay to Bolt for using the Bolt Platform.

1.15. In-app Payment – means the payment methods and services — such as credit/debit cards, carrier billing and other financial instruments—facilitated by third-party payment service providers to process payments made by the Passenger via the Bolt App to pay for the Transportation Services.

1.16. Bolt Driver Account – access to a website containing information and documents regarding usage of the Bolt Services in course of provision of Transportation Services, including

accounting documentation. Driver may access the Bolt Driver Account at <http://partners.bolt.eu> by entering username and password.

1.17. Transportation Services – transport service a Driver is providing to Passenger whose request Driver has accepted through the Bolt App.

2. ENTRY INTO THE AGREEMENT

2.1. Prior to using the Bolt Services, you must register by providing Bolt with copies of the documentation that we consider is reasonably necessary for the purposes of verifying that the Transportation Services can be lawfully provided or fulfilled in New Zealand by the Driver. You may sign up either as a legal or a natural person. Upon completion of the registration, we will provide you with a personal account accessible via a username and password. By clicking the „Sign up“ button located at the end of the registration, you represent and warrant that:

2.1.1. pursuant to valid legal acts, you are entitled to enter into an agreement with us to use the Bolt Platform for providing the Transportation Service;

2.1.2. you have carefully studied, fully understand and agree to be bound by these General Terms, including all obligations that arise as provided herein and from the Agreement;

2.1.3. all the information you have presented to us is accurate, correct and complete; and

2.1.4. at all times, you fully comply with all laws and regulations applicable in the region that you are providing Transportation Services in, including (but not limited to) laws regulating passenger transportation services.

2.2. You are obliged to provide your bank requisites in the course of filling the payment details upon registration. In case you are a legal person, you must insert the bank account of the company. We are transferring In-app Payment fees to the bank account that you have provided. To the maximum extent permitted under applicable law, we are not liable for any incorrect money transactions in case you have provided wrong bank requisites.

2.3. You agree that in specific cities or countries we may assign any of our obligations arising from the General Terms or Agreement to Bolt group companies and partners. This includes, amongst other things, assigning the rights and obligations regarding reviewing documents related to registration, training, collection of Bolt Fees, forwarding you the fees due, mediating In-app Payment, licensing the Bolt App, etc.

2.4. Registering the account as a legal person (i.e. a company). You are considered to be a legal person, if the recipient of the fees is marked as a legal person in payment details (as accessible in the Bolt Driver Account). In such cases, the indicated legal person is considered to be the provider of Transportation Services and a party to these General Terms, Agreement and any further agreements. Only the specific natural person indicated in the signup process may factually provide the Transportation Services. Such a natural person may use the account of the Driver only if he/she has read and agrees to be bound by these General Terms and any further documentation that is part of the Agreement. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE LEGAL PERSON IN THE PAYMENT DETAILS AND THE NATURAL PERSON FACTUALLY PROVIDING THE TRANSPORTATION SERVICES UNDER BOLT ACCOUNT SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE GENERAL TERMS AND AGREEMENT CONDUCTED BY THE DRIVER.

2.5. Upon concluding a separate agreement, a fleet company may itself register accounts to its employees and/or service providers. In such cases the fleet company shall be required to ensure that its employees and/or service providers conform to the requirements of the General Terms, the Agreement and any further agreements and agrees to act in accordance and be bound with its conditions and obligations. To the maximum extent permitted under applicable

law, the fleet company and its employees and/or service providers shall remain jointly and severally liable for any infringement conducted by such employee and/or service provider.

2.6. You acknowledge and agree that:

2.6.1. the Bolt Services are designed to be delivered in combination with the Payment Services;

2.6.2. in order to receive the Bolt Services, you must enter into the Connected Account Agreement with the Payment Services Provider in respect of the provision of the Payment Services;

2.6.3. this Agreement sets out the basis on which we will provide the Bolt Services to you only. Any payment services provided to you through the Payment Services are provided by the Payment Services Provider and/or relevant PSP Partners. The provision of such payment services shall be governed by the Connected Account Agreement. No regulated payment services will be provided to you by Bolt.

3. PAYMENT SERVICES

3.1. In order to access the Payment Services (and other relevant PSP services), you must be onboarded with the Payment Services Provider in accordance with their policies and procedures. Bolt will facilitate the onboarding process with the Payment Services Provider. You agree, represent and warrant that you will:

3.1.1. provide all information requested by Bolt, Payment Services Provider and/or a PSP Partner for the purpose of onboarding and ongoing due diligence checks promptly;

3.1.2. ensure that all information provided in accordance with this Agreement (including for the avoidance of doubt, in accordance with clause 3.1.1) is complete, up-to-date and accurate; and

3.1.3. notify Bolt immediately if there are any errors in, or any changes to, the information provided in accordance with clause 3.1.1 and provide relevant corrected/updated information.

3.2. Following successful completion of the Payment Services Provider onboarding process, in order to be provided with the Payment Services, you must sign the Connected Account Agreement that will be made available to you by Bolt. You acknowledge and agree that failure to sign the Connected Account Agreement will result in you not having access to the Payment Services and, therefore only to some of the Bolt Services.

3.3. You acknowledge, agree and consent that Bolt may, and authorise Bolt to:

3.3.1. carry out all actions that it deems (in its sole discretion) necessary or desirable in order for it to provide the Bolt Services to you;

3.3.2. obtain and provide any data required for onboarding and ongoing due diligence purposes to the Payment Services Provider and/or relevant PSP Partners;

3.3.3. fully access your PSP Account including operating and giving instructions in relation to your Connected Account, transferring funds to another Driver's PSP Account and deducting funds (including Bolt Fees) from your PSP Account on a frequency determined in accordance with this Agreement ("Account Deductions");

3.3.4. view all information, including transaction data, on your PSP Account and share that data with Payment Services Provider and PSP Partners;

3.3.5. provide all information necessary, including any information that Payment Services Provider may require from us from time to time, to allow the Payment Services Provider to allocate any funds it receives into relevant PSP accounts or to make payouts for Drivers; and

3.3.6. perform all activities required for the Payment Services Provider to provide the Payment Services in accordance with the Payment Services Provider's privacy policy provided to you by the Payment Services Provider. For the avoidance of doubt, Bolt is not responsible for the processing activities outlined in the Payment Services Provider's privacy policy.

4. RIGHT TO USE BOLT APP AND BOLT DRIVER ACCOUNT

4.1. Subject to these Terms, we hereby grant you a non-exclusive, revocable and royalty free right to use the Bolt App and the Bolt Driver Account. This does not otherwise grant you any rights to subgrant or transfer any rights to any other party. Notwithstanding the above, and if so agreed separately, fleet companies may subgrant a non-exclusive, revocable and royalty free right to use the Bolt App and the Bolt Driver Account to the members of its fleet.

4.2. You are solely responsible for ensuring that you are lawfully able to provide the Transportation Services.

4.3. In the course of using the Bolt App and/or Bolt Driver Account you may not:

4.3.1. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Bolt App, the Bolt Driver Account or other software of Bolt;

4.3.2. modify the Bolt App or the Bolt Driver Account in any manner or form or to use modified versions of the Bolt App or Bolt Driver Account;

4.3.3. transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations on Bolt Platform; and

4.3.4. attempt to gain unauthorized access to the Bolt App, Bolt Driver Account or any other Bolt Services.

4.4. The License granted herein revokes automatically and simultaneously with termination of the Agreement. After termination of the Agreement you must immediately stop using the Bolt App and the Bolt Driver Account and we are entitled to block and delete the Driver Account without a prior notice, unless otherwise required by applicable law.

4.5. Additionally, we may give you tags, labels, stickers or other signs that refer to Bolt brand or otherwise indicate you are using the Bolt Platform. We grant you a non-exclusive, non-sublicensable, non-transferable license to use such signs and only for the purpose of indicating you are providing Transportation Services via the Bolt Platform. After termination of the Agreement you must immediately remove and discard any signs that refer to the Bolt brand.

5. PROVIDING THE TRANSPORTATION SERVICES

5.1. You agree to provide Transportation Services in accordance with the General Terms, the Agreement as well as laws and regulations applicable in the region where you are providing Transportation Services. Please note that you are, to the maximum extent permitted under applicable law, fully liable for any violation of any local laws and regulations as may arise from providing Transportation Services.

5.2. You must have all licenses (including a valid driver's license), permits, endorsements, car insurance, liability insurance (if applicable), registrations, certifications, labels and other records and documentation that are required in the applicable jurisdiction for providing the Transportation Services. It is your obligation to maintain the validity of all aforementioned documentation and to ensure they are readily available and displayed in accordance with the law. Bolt reserves the right to require you to present evidence and submit for review all the necessary licenses, permits, approvals, authority, registrations and certifications.

5.3. You must promptly notify Bolt if there are any changes to your personal information, vehicle information, licences, endorsements, insurance, or any other documentation previously provided to Bolt as part of your registration or ongoing compliance obligations.

5.4. You retain the sole right to determine when you are providing the Transportation Services. To the extent permitted by law, you shall accept, decline or ignore Transportation Services requests made by Passengers at your own choosing. Nothing in these General Terms will prevent any person from providing ride-hailing transportation services outside of using the Bolt Platform.

5.5. You are entitled to charge a fare for each instance you have accepted a Passenger on the Bolt Platform and completed the Transportation Service as requested (i.e. Fare). The Fare is calculated based on a default base fare, the distance of the specific journey as determined by the GPS-based device and the duration of the specific travel. The default base fare may fluctuate based on the local market situation. In markets with In-app payment, you may negotiate the Fare by sending us a pertinent request that has been either signed digitally or by hand, but you may not charge any passenger a Fare higher than the Upfront Fare communicated to a Passenger by the Bolt App except as expressly permitted under clause 5.5. Additionally, you shall always have the right to charge the Passenger less than the Fare indicated to a Passenger by the Bolt App. However, charging the Passenger less than the Bolt App indicates, does not decrease the Bolt Fee.

5.6. A Passenger may be offered to use a ride option that allows the Passenger to agree to a fixed Fare for a given instance of Transportation Service provided by you (i.e Upfront Fare). Upfront Fare is communicated via the Bolt App to a Passenger before the ride is requested, and to you when the ride is accepted or at the end of the ride. The Fare calculated in accordance with clause 5.4 shall be applied and communicated to the Passenger instead of the Upfront Fare if the Passenger changes the destination during the ride, the ride takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the ride materially (e.g., route changes due to traffic etc., or a route is used where tolls apply). You must not deviate from the route that is most advantageous to the Passenger.

5.7. In markets with In-app payment, if you find that there has been an error in the calculation of the Fare and wish to make corrections in the calculation of the Fare, you must submit a petition in the section „Fare Review“ of the Bolt App. If a petition in the section „Fare Review“ of the Bolt App has not been submitted, then Bolt shall not recalculate the Fare or reimburse you for an error made in the calculation of the Fare. This option is not applicable in markets with only cash payment.

5.8. To the maximum extent permitted under applicable law, Bolt may adjust the Fare for a particular order completed, if we detect a violation (such as taking a longer route or not stopping the fare meter of the Bolt App after the Transportation Services have been completed) or in case a technical error affecting the final fare is identified. To the maximum extent permitted under applicable law, Bolt may also reduce or cancel the fare in case we have reasonable cause to suspect a fraud or a complaint by the Passenger indicates a violation by you. Bolt will only exercise its right to reduce or cancel the fare in a reasonable and justified manner.

5.9. Passenger may have the option to pay the fare for the Transportation Services either directly to you or via the In-app Payment, in markets where this option is available, as described in clause 7 of these General Terms. In case the Passenger pays the Fare directly, it is your obligation to collect the Fare. In case the Passenger fails or refuses to pay, Bolt will send a notice of debt to the Passenger on behalf of you. Such authorisation derives from the mandate of paying agent given to Bolt and does not entail that Bolt has an obligation to compensate the Fare not paid by the Passenger. If the passengers in the vehicle do not agree to pay the Fare for the provision of Transportation Service, the Fare will be paid by the Passenger who has ordered the provision of Transportation Service. To the maximum extent permitted under applicable law, if a Passenger reasonably and justifiably refuses to pay the Fare on the account that your information stated in the Bolt App being materially incorrect, then Bolt will not reimburse you for such expenses, unless this is caused by a technical error of the Bolt Platform.

5.10. After each successful provision of Transportation Services, Bolt shall create and forward a receipt which will meet the taxable supply information requirements of the Goods and Services

Tax Act 1985 (GST Act), to the Passenger consisting of some or all of the following information: the company's business name, place of business, the first name and surname of the Driver, a photo of the Driver, service license number (if applicable), the registration number of the vehicle, the date-, the time-, the start and end locations-, the duration and length-, the Fare paid, and the GST charged for the provision of the Transportation Services. The receipt of each provision of Transportation Services is available to you via the Bolt Driver Account.

5.11. Passenger may cancel a request for Transportation Services that a Driver has accepted via the Bolt App. In some markets, Driver may be entitled to the Fare for cancelled Transportation Services (Cancellation Fee) in the event that a Passenger cancels accepted request for Transportation Services after a certain time period determined by Bolt App.

5.12. If, in the course of the provision of the Transportation Services, a Passenger or its co-passengers negligently damage the vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), you shall have the right to request the Passenger to pay a fee up to 100 NZD as an initial compensation for such damage (as a reasonable reflection of the genuine pre-estimate of the damage caused), and request further compensation for any damages exceeding the initial compensation. If the Passenger does not consent to paying the initial compensation and/or compensating the damage in full, you must notify us and we will then try to collect the relevant compensation and associated costs on your behalf from the Passenger. We recommend that you take photographic evidence and provide all relevant information to our support team as soon as possible when it is safe and appropriate to do so. However, bear in mind that we are not taking any liability for direct or indirect damages in relation to cleaning or maintenance of the vehicle caused by the Passenger.

5.13. You hereby acknowledge that you will fully comply with all tax obligations that arise to you from the applicable laws in relation to providing the Transportation Services, including (i) paying income tax, social security tax or any other tax applicable; and (ii) fulfilling all employee and tax registration obligations for calculations in regard to accounting and transfers to applicable authorities as required by the applicable law. In case the New Zealand Inland Revenue or any other Tax Authority submits a valid application to us to provide information regarding the activities of you, we may make available to the Tax authority the information regarding the activities of you to the extent set forth in valid legal acts, including the OECD model rules for reporting by Platform Operators with respect to Sellers in the Sharing and Gig Economy. You hereby agree to compensate Bolt all fees, claims, payments, fines or other tax obligations that Bolt will incur in connection with the obligations arising from applicable tax regulations not having been met by you (including paying the income tax and other applicable taxes).

5.14. The Fares are calculated on a GST inclusive basis. Pursuant to the GST Act Bolt will be responsible for charging and collecting GST from Passengers with respect to Fares due in consideration for the Transportation Services provided by you. You will not invoice Passengers yourself nor charge GST to Passengers, even if you are registered for GST. Bolt will be responsible for remitting the GST collected to the Inland Revenue. Where applicable a GST flat-rate credit may be transferred to you by Bolt at the prevailing rate legislated in the GST Act. Your entitlement to this flat-rate credit will depend on whether or not you are registered for GST. You are required to provide Bolt your IRD number and your GST registration status and update Bolt of any changes to your GST registration status. You are solely responsible for the accuracy of the information provided to Bolt. Bolt has a right to issue an invoice on your behalf to Bolt or the Passenger in order to compensate you for any Fares or other applicable fees that Bolt mediates to you, or Bolt Fees. Where applicable, the invoice will be made available to you via the Bolt Driver Account. This invoice will meet the taxable supply information requirements of the GST Act.

5.15. To ensure safety on the Bolt Platform, Bolt may ask you to verify your identity or the identity of any person authorised by you and accepted by Bolt to act on your behalf. This is to ensure that the person using Bolt App is the same person whose information was submitted during the signup process. You will not be able to provide Transportation Services until the required verification process has been completed. If you fail or any person acting on your behalf fails to pass the verification process, your Bolt Driver Account may be suspended or terminated, having regard to the nature of the failure and the relevant circumstances.

6. BOLT FEES

6.1. In order to use the Bolt Services, you are obliged to pay a fee (i.e. the Bolt Fee). The Bolt Fee is paid based on the Fare of each Transportation Service order that you have completed. The amount of the Bolt Fee is made available to you via e-mail, Bolt App, Bolt Driver Account or other pertinent means. Please acknowledge that the Bolt Fee may change from time to time. We shall send you a prior notification of at least 7 (seven) days' notice of each such change. The Bolt Fee is calculated on a GST-exclusive basis. Bolt will charge GST on the Bolt Fee as required by the GST Act, together with any other taxes or levies required by law.

6.2. You must pay, by way of bank transfer to us using the bank account details that we will provide to you, the Bolt Fee and any other fees due to us for the previous month by the 15th date of the following month, latest. Upon delay with payment of the Bolt Fee, you shall be obliged to pay a late payment interest fee in the amount of 0,04% (zero point zero four percent) of the unpaid amount per day. You are also obliged to cover all costs incurred by us, which are related to debt collection activities.

6.3. You acknowledge and agree that in the event that any amount due to us remains outstanding 5 days following the date on which it is due, we may instruct the Payment Services Provider (or any relevant PSP Partner) to deduct such amount from: (i) funds received by the Payment Services Provider on your behalf prior to settlement into your PSP Account; or (ii) the settled funds in your PSP Account.

7. IN-APP PAYMENTS

7.1. We may enable Passengers to pay for the Transportation Service via cards, carrier billing and other payment methods (Bolt Business etc) directly in the Bolt App (i.e. In-app Payment). Any actions taken by us to facilitate In-App Payments are done solely in our capacity as agent for the Payment Services Provider. Any payment obligation made by the Passenger via the In-app Payment shall be considered fulfilled when the respective payment is credited to Bolt.

7.2. You may not refuse payment by the Passenger via the In-app Payment, or influence the Passenger against the use of the In-app Payment. In case you refuse to accept an In-app Payment without just cause, we shall be entitled to charge you 30 NZD (as a reasonable reflection of the administration time and cost) for every refusal and/or block your right to use the Bolt Services in case of repetitive behaviour.

7.3. Bolt reserves the right to distribute promo code to Passengers at our discretion on a per promotional basis as set out in clause 10.3. You are required to accept the use of promo code only when the Passenger applies the code In-App to a trip using card payment. Promo codes may not be applied to cash paid trips. If the use of promo codes is suspected as being fraudulent, illegal, used by a Driver in conflict with our Terms and Conditions relating to promo code use, then the promo code may be cancelled and the outstanding amount will not be reimbursed by Bolt to the Driver.

7.4. You are entitled to review In-app Payment reports in the Bolt Driver Account or App. The reports will show the amounts of the In-app Payments brokered in the previous week as well as

the withheld amounts of the Bolt Fee. You must notify us of any important circumstances which may affect our obligations to collect and distribute the Fares paid via In-app Payment.

7.5. To the maximum extent permitted under applicable law, we are not obliged to pay you the Fare due from the Passenger if the In-app Payment failed because the Passenger's credit card or other payment is cancelled or is unsuccessful for other reasons. In such case we will help you in requesting the Fare due from the Passenger and shall transmit it to you once the Passenger has made the requested payment.

7.6. Before providing Transportation Services, you must verify that the service is being actually provided to the right Passenger or the Passenger has expressly confirmed he/she allows other passengers to ride under the Passenger's account. If you make a mistake in identifying the Passenger, and the In-app Payment is charged to a person, who has not been provided or has not approved the Transportation Services for other passengers, then we shall reimburse the person for the Fare. In such case you are not entitled to receive the Fare from us. Additionally, for every wrongfully applied In-app Payment, we shall be entitled to charge you up to 20 NZD (as a reasonable reflection of the administration time and cost).

7.7. Please note that we will set off any Fares paid via In-app Payment against the amounts that you are obliged to pay to us (i.e. Bolt Fees and other applicable charges set out in these General Terms). We reserve the right to fulfil any of your financial liabilities to any Bolt group companies, in which case we will acquire the right to submit a claim against you. We may set off any of your financial liabilities against financial liabilities that you may have against us.

7.8. If we are not able to pay the Fees to you, due to you not including or updating your bank account details in your Driver's account or if the bank account details have been noted incorrectly, then we will hold such payments for 180 days. If you do not notify us of the correct bank account details within 180 days from the date that the right to claim such payments has been established, your claim regarding the payment of the Fare not transferred to you shall expire.

8. CUSTOMER SUPPORT

8.1. We provide the Drivers with customer support regarding the use of the Bolt Services. We have the right to stop providing the customer support services in case you are in delay with any of the payments for more than 5 (five) calendar days.

8.2. You acknowledge and agree that neither Bolt nor its affiliates have any control over or responsibility or liability for the acts, omissions or failures of the Payment Services Provider and/or the PSP Partners and will not be liable for any loss caused by such persons. This means, for example, that neither Bolt nor any of its affiliates will be liable where the Payment Services Provider and/or a PSP Partner breaches the Connected Account Agreement.

8.3. In the event of any complaint or dispute between you and the Payment Services Provider/a PSP Partner regarding the Payment Services, you must raise the issue with Bolt, which shall act as the first point of contact for any query. Bolt agrees to forward your complaint to the Payment Services Provider if necessary. As for complaints not regarding the Payment Services, Bolt agrees to handle complaints between yourself and Bolt, between Bolt and a Passenger, and between yourself and a Passenger.

8.4. Neither Bolt nor its affiliates are responsible for, liable for or guarantee the performance of the Payment Services. The Payment Services Provider is solely responsible for the Payment Services.

8.5. You are solely responsible for, and we have no responsibility or liability for any obligations that you owe to the Payment Services Provider and/or a PSP Partner under your agreement(s) with them and/or your compliance with applicable law.

9. MARKET OVERVIEWS AND CAMPAIGNS

9.1. We may send you, via the Bolt App, Bolt Driver Account, SMS, e-mail or other means, market overviews, in order to increase your awareness regarding when the demand by the Passengers is highest. Such market overviews are merely for your information and are recommendatory and do not constitute any representation to or obligations for you. As the market overview estimations are based on previous statistics, we cannot give any guarantees that the actual market situation will correspond to the estimations provided in the market overview.

9.2. We may also provide campaigns, whereby we will guarantee a minimum revenue if you provide Transportation Services within a specified timeframe. If the specified minimum is not reached by you, we shall compensate the gap. The specific requirements and conditions will be sent via the Bolt App, Bolt Driver Account, SMS, e-mail or other means. We have full discretion in deciding if, when and to which Drivers we provide such campaigns. If we have reasonable cause to suspect any fraudulent activity by you, we may withhold your Fare until the suspicion of fraud has been cleared.

9.3. We may also occasionally arrange various campaigns to Passengers in order to promote the Bolt Platform. If the Fare paid by the Passengers is reduced as part of such campaign, we shall pay you compensation, amounting to the monetary value of the benefit offered to the Passengers. We may set off the marketing compensation against the Bolt Fee.

10. RELATIONSHIP BETWEEN YOU, US AND THE PASSENGERS

10.1. As between you and Bolt, you hereby acknowledge and agree that we provide an information society service and do not provide Transportation Services. By providing the Bolt Platform and Bolt Services, we act as a marketplace connecting Passengers with Drivers to help them move around cities more efficiently. You acknowledge that you are providing the Transportation Services on the basis of a contract for carriage of passengers and that you provide the Transportation Services either independently or via a company as an economic and professional activity. Bolt, as the operator of Bolt App acts as the commercial agent of the Drivers for the negotiation and conclusion of contracts between the Driver and the Passenger, and thus, to the extent required by law for Bolt to provide the Bolt Platform and Services to facilitate Drivers providing Transportation Services to Passengers. Any actions taken by Bolt to facilitate the acceptance of payments from Passengers and to forward the payments to the Drivers are taken solely as agent of the Payment Services Provider.

10.2. You acknowledge and agree that you are engaged as an independent contractor, and that no employment agreement nor an employment relationship has been or will be established between you and us. You also acknowledge that no joint venture or partnership exists between you and us. You may not act as an employee, agent or representative of us nor bind any contract on behalf of us.

10.3. You may not transfer your rights and obligations deriving from the General Terms or Agreement to any third party.

11. PROCESSING OF PERSONAL DATA, ACCESS TO DATA

11.1. Your personal data will be processed in accordance with the Privacy Notice, available at: <https://bolt.eu/en-nz/privacy/privacy-for-drivers/?category=rides>

11.2. Bolt has access to all personal data and other data provided or generated in connection with your use of the Bolt Services. Bolt shall take all reasonable steps to ensure confidentiality of such data and comply with all applicable Privacy Policies and laws whenever such data

contains personal data. Except where otherwise provided by applicable Privacy Policies and laws, Bolt maintains access to such data also after the Agreement between you and Bolt is terminated.

11.3. You have access to personal and other data provided by you or generated in connection with your use of the Bolt Services to the extent permitted under the law and as made available to you under your Bolt Driver Account through Bolt App. You shall take all reasonable steps to ensure confidentiality of such data and comply with applicable Privacy Policies and laws as long and to the extent that such data contains personal data of Passengers.

12. LIABILITY

12.1. The Bolt Platform is provided on an "as is" and "as available" basis. We do not represent, warrant or guarantee that access to the Bolt Platform will be uninterrupted or error free. As the use of the Bolt Platform to request transportation services depends on the actions of Passengers, we do not guarantee that your use of the Bolt Platform will result in Transportation Service requests.

12.2. To the maximum extent permitted under the applicable law, neither we, nor Bolt's representatives, directors and employees, shall be liable for any loss or damage you may incur as a result of using the Bolt Services, including but not limited to:

12.2.1. any direct or indirect property damage or monetary loss;

12.2.2. loss of profit or anticipated savings;

12.2.3. loss of business, contracts, contacts, goodwill, reputation or any loss arising from business interruption;

12.2.4. loss or corruption of data; and

12.2.5. any consequential, special or incidental damages.

12.3. Nothing in this clause shall limit or exclude any liability that cannot be limited or excluded under New Zealand law, including liability for fraud, or (if applicable) obligations under the Fair Trading Act 1986 or the Consumer Guarantees Act 1993 (to the extent not validly contracted out of).

12.4. To the maximum extent permitted by law:

12.4.1. our total aggregate liability for any claims arising out of or in connection with the General Terms or the Agreement shall be limited to 1000 NZD; and

12.4.2. You may only bring a claim for damages where we have materially and deliberately breached the General Terms or the Agreement.

12.5. We are not liable for the acts or omissions of Passengers or co-passengers and accept no responsibility for any damage or loss to you or your vehicle resulting from their conduct.

12.6. To the maximum extent permitted under applicable law, you remain responsible for complying with the General Terms, the Agreement and any applicable laws and regulations. You must promptly stop and remedy any breach upon receiving notice from us or a competent authority. This includes, for the avoidance of doubt, any fines, penalties, charges, or other regulatory costs incurred by Bolt as a result of your breach of applicable laws, regulations, or licensing requirements while using the Bolt Platform.

12.7. Where permitted under law, you agree to indemnify us for any direct and reasonably foreseeable losses, damages, penalties or costs (including legal expenses) that arise as a direct result of your breach of the General Terms, the Agreement, or applicable law, provided such losses are not caused by our own negligence or willful misconduct.

12.8. If a Passenger makes a claim against us that arises from your provision of Transportation Services in breach of the Agreement or applicable law, you agree to compensate us for the proven losses incurred, within seven (7) days of receiving a written request, subject to our duty

to take reasonable steps to mitigate such loss. To the maximum extent permitted under applicable law, if we bring any legal claim against you in relation to such a breach, you shall reimburse our reasonable legal fees and costs incurred in enforcing our rights, to the extent awarded by a court or mutually agreed in settlement.

13. INVESTIGATIONS

13.1. In the event that Bolt becomes aware of information indicating a potential breach of these Terms, you must arrange cooperation with Bolt's reasonable investigations without unreasonable delay.

13.2. You agree that Bolt may request feedback from Passengers for the purposes of detecting non-compliance with these Terms.

13.3. Bolt reserves the right to report any unlawful, illegal, unusual and/or suspicious activities to all relevant law enforcement agencies and regulatory authorities without providing you or any other party with notice.

13.4. Please note that Bolt may also be required to disclose confidential information in accordance with any applicable laws, court orders and/or regulatory investigations that apply.

14. SUSPENSION

14.1. Bolt is entitled to temporarily suspend or restrict access to all or part of the Bolt Platform in association with your account:

14.1.1. if there has been a breach of your obligations in these Terms;

14.1.2. where Bolt is conducting an investigation relating to:

14.1.2.1. Bolt's legal or regulatory obligations;

14.1.2.2. a suspected breach of these Platform Terms

in which case the relevant access will be suspended for the duration of the investigation only;

14.1.3. when you fail to verify your identity and/or log-in credentials;

14.1.4. if Bolt needs to make changes to comply with laws or regulations;

14.1.5. to deal with technical problems or to make technical changes and upgrades;

14.1.6. if Bolt needs to take urgent precautions to protect against:

14.1.6.1. imminent danger(s) to Passengers or other users;

14.1.6.2. cybersecurity risks (including malware, spam and data breaches); and/or

14.1.6.3. unusual activity which is indicative of manipulation or exploitation (whether financial or data-related).

14.2. For clarity, refusal to accept specific Transportation Services requests shall not in itself constitute a breach of these Terms or grounds for suspension or termination of access to the Bolt Platform.

14.3. Bolt will try to contact you in advance of any such suspension unless there is an urgent problem, an emergency, or some other appropriate reason such as:

14.3.1. an emergency;

14.3.2. health and safety concerns;

14.3.3. material or repeated breaches of these Terms; or

14.3.4. we are unable or are advised not to do so for regulatory or legal reasons.

14.4. While access is restricted or suspended you will (where available) be able to access historic details relating to the Transportation Services you have provided via the Bolt Platform.

14.5. If Bolt suspends access to the Bolt Platform you may submit a complaint or a request for Bolt to review this decision in accordance with our internal complaint handling rules.

15. TERMINATION

15.1. The conditions expressly specified in these General Terms shall enter into force as of submitting your registration.

15.2. You may terminate your relationship with Bolt under these Platform Terms immediately and at any time by giving Bolt notice to that effect in writing. Such termination will also terminate will also end your access to the Payment Services.

15.3. Bolt can terminate its relationship with you by:

15.3.1. by giving you at least thirty (30) days' notice to that effect together with Bolt's reasons for doing so.

15.3.2. immediately by communicating this to you in writing if:

15.3.2.1. a new law, regulation or obligation comes into force (or similar circumstances beyond our control) which means we have to terminate our provision of all or part of the Bolt Platform and the Payment Services immediately or on less than thirty (30) days' notice; and/or

15.3.2.2. we exercise any right we have under applicable law to terminate the relationship; and/or

15.3.2.3. Bolt is notified that you are in breach of the Connected Account Agreement, or that such agreement has been suspended or terminated;

15.3.2.4. there is a material breach of these Terms, applicable laws, regulatory requirements, including failure to maintain a valid licence or other documents required for Transportation Services; and/or

15.3.2.5. there are repeated breaches of these Terms and/or the Connected Account Agreement or any applicable laws or regulations.

In the aforementioned cases we may, at our own discretion, prohibit you from registering a new Bolt Driver Account.

15.4. Where Bolt gives you notice of termination pursuant to clause 15.3, you will be provided with a statement of reasons for the termination save where we are unable or are advised not to do so for regulatory or legal reasons.

15.5. Upon termination of these Terms you will no longer have the right to access the Bolt Platform.

15.6. If Bolt terminates access to the Bolt Platform you may submit a complaint or a request for Bolt to review this decision in accordance with our internal complaint handling rules.

15.7. We acknowledge that the Connected Account Agreement may be terminated by you or the Payment Services Provider pursuant to its terms. In the event that you issue or receive a notice to terminate the Connected Account Agreement, you must immediately notify us in writing of the effective date of that termination.

15.8. You agree and consent to us informing the Payment Services Provider in the event that we issue or receive a notice of termination under this clause 15.

15.9. Upon termination of this Agreement we confirm that we will cease to provide access to or share your customer data with the Payment Services Provider and relevant PSP Partners, except as may be required by applicable law.

16. AMENDMENTS

16.1. Bolt may make changes to these Terms and/or the Bolt Platform by providing you with at least fifteen (15) days' notice before these changes are made.

16.2. Bolt may also make changes to these Terms and/or the Bolt Platform immediately and without notice when:

16.2.1. you consent to these changes;

16.2.2. we need to make immediate changes to comply with laws or regulations;

16.2.3. we make features available on a temporary basis that are in a state of testing, trial,

early access, preview or development;

16.2.4. we make other changes, updates or revisions that are merely aesthetic, provide functional improvements or otherwise do not materially impact use of the Bolt Platform;

16.2.5. we need to take urgent precautions relating to imminent danger(s) to users, cybersecurity risks (including malware, spam and data breaches) and/or unusual activity which is indicative of manipulation or exploitation (whether financial or data-rated).

17. APPLICABLE LAW AND COURT JURISDICTION

The General Terms and the Agreement shall be governed by and construed and enforced in accordance with the non-exclusive jurisdiction and laws of New Zealand. If the respective dispute resulting from General Terms or Agreement could not be settled by negotiations, then the dispute shall be solved under the non-exclusive jurisdiction of New Zealand courts.

18. INTELLECTUAL PROPERTY

All copyrights, trademarks and design rights in the Bolt Platform including its source code, databases, logos and visual designs (together the “intellectual property”) are owned by or licensed to Bolt. By using the Bolt Platform you will not acquire any rights of ownership to any intellectual property. You must not use (nor allow the use of) the intellectual property without an express prior and written consent from Bolt.

19. NOTICES

19.1. Any notice required to be given under the General Terms and Agreement shall be sufficiently given if:

19.1.1. delivered personally,

19.1.2. sent by courier with proof of delivery,

19.1.3. sent by registered mail,

19.1.4. sent by e-mail or

19.1.5. made available via the Bolt App or Bolt Driver Account.

19.2. Any notice which is sent or dispatched in accordance with the previous clause shall be deemed to have been received:

19.2.1. if delivered personally, at the time of delivery to the party;

19.2.2. 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;

19.2.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party;

19.2.4. if made available via the Bolt App or Bolt Driver Account, or

19.2.5. if sent by e-mail, on the day the party receiving the e-mail confirms receiving the respective e-mail or on the 2nd day following the dispatch of the e-mail provided that the sender has not received an error notice (notifying that the e-mail was not delivered to the party) and has sent the e-mail again on the next calendar day and has not received a similar error notice.

20. FINAL PROVISIONS

20.1. If any provision of the General Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

20.2. If there is a conflict between the provisions of these Platform Terms and any other agreements or arrangements made between you and Bolt, the provisions of these Platform Terms shall apply unless expressly stated otherwise.