

## Branded Fleets Campaign: General Terms (Czech Republic)

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

Last Updated: July 2024

*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. Through registering to display Branding Materials you accept the Branding Terms.*

### 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. **Incentive 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 app
- 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); the list of the Designated Vehicle(s) may be updated from time to time by agreement between you and Bolt to that effect.
- 1.9. **Incentives:** the incentives accessible to you in exchange for complying with your obligations in this Agreement, as communicated to you by Bolt via email or in-app message through the Bolt Driver app and may vary from time to time.
- 1.10. **You:** the taxi operator who is licensed and provides the transportation services, independently or through its employees (the drivers) and that uses Bolt's brokerage business to contract passenger transport services using Bolt's platform (the Bolt Platform); all Your obligations hereunder apply also to your employees (the drivers);
- 1.11. **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 Incentive 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 the requirements specified in this Agreement and any additional requirement communicated to you via email registered in your Bolt Driver account or in-app message through the Bolt Driver app in advance by Bolt, including but not limited to the following requirements:
  - 2.2.1. You may only use the Branding Materials approved by Bolt and produced by the Bolt's designated third-party provider. The Branding Materials may only be attached and displayed on the Designated Vehicles approved by Bolt. Unless agreed otherwise, the Branding Materials shall be attached to the Designated Vehicle exclusively at the location indicated by Bolt. In the event of a violation, Bolt reserves the right to request the removal of the Branding Materials and/or the rebranding of the Designated Vehicles at the specified location, at your own expense.

2.2.2. 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 and take agreed actions in order to replace them as well as bear the costs associated.

2.2.3. You are required to confirm that you are complying with your obligations in this Agreement on a regular or ad hoc basis, as it may be reasonably required to that effect and communicated by Bolt. You agree to promptly provide such evidence to Bolt, including photographic evidence that the Branding Materials are attached to the Designated Vehicle(s).

2.3. Bolt may provide additional details on the Branding through driver FAQ, the Bolt blog, or in the opt-in form. 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.

2.4. You may be asked to contribute towards the cost of the Branding Materials and services for attachment, removal, and/or reaffixing of the Branding Materials to or from the Designated Vehicle(s):

2.4.1. Where this is the case, the attachment or reaffixing services costs shall be made known to you before the Branding Materials are provided and can be subject to change during the term of this Agreement. 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.

2.4.2. In the event of your failure to attend the scheduled appointment for Branding Material attachment or reaffixing at the location designated by Bolt, Bolt may charge you a cancellation fee and any other applicable administrative fees imposed by the service provider.

2.5. You shall be responsible for the cost of the Branding Materials' removal at the termination of the Agreement.

2.6. Bolt reserves the right to modify the requirements related to Branding Materials, the Designated Vehicle(s) and/or the attachment and display of Branding Materials. Any such changes will be communicated to you via email registered in your Bolt Driver account or in-app message through the Bolt Driver app by Bolt in advance, along, if applicable, with a request for rebranding of the Designated Vehicles. If you do not agree with the proposed changes, you have the option to terminate this Agreement at any time in accordance with section 5.1.

2.7. If in the reasonable opinion of Bolt you fail to comply with and maintain the requirements related to Branding:

2.7.1. you shall not be entitled to any Incentives;

2.7.2. you may permanently lose eligibility for Branding;

2.7.3. Bolt reserves the right, in addition to any rights outlined in this Agreement, to temporarily suspend the Designated Vehicle(s) from the Bolt platform. The suspension shall be lifted upon the submission by you and approval by Bolt of the confirmation of meeting the requirements.

2.8. 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 Incentive Period shall commence on the first day that Bolt receives a proof (i.e. a control picture of the Designated Vehicle) and confirms its receipt 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 Incentive Period for successive periods of 3 months (each being a new Incentive 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);

4.1.3. you will comply with all legal obligations that may apply to you in respect of the provision of the transport services by you;

4.1.4. 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);

4.1.5. you will cooperate with Bolt in all matters relating to the Branding, and comply with Bolt's instructions, including directions regarding the quality of the Branding and the transport services and requirements of the Bolt Standard Terms;

4.1.6. you will not act in any way which in the reasonable opinion of Bolt may damage the reputation of Bolt; this includes, but is not limited to, associating Bolt brand with regulated products and services such as alcohol, tobacco, casinos, age-limited content, or political parties/issues; 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 30 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 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 to refuse to provide any Incentives that would otherwise be due pursuant to this Agreement.

5.5. Upon termination of this Agreement the relevant Incentive Period will end. You must remove the Branding Materials from the Designated Vehicle(s) immediately, but no later than within two (2) days, and dispose of them. You agree to cover any costs associated with their removal. You are required to provide photographic evidence of the removal of the Branding Materials from the Designated Vehicle(s).

5.6. You agree to pay Bolt on demand a penalty of *{one thousand two hundred CZK (1200*

CZK)) per day and per vehicle for each day that you are unable to evidence that the Branding Materials have been removed from the Designated Vehicle(s) (providing that Bolt has also provided you with 48 hours' prior written notice requiring their removal). You acknowledge that this penalty is required to protect the Bolt Group's intellectual property and goodwill and that payment of this penalty is without prejudice to section 6.5.

5.7. Irrespective of the penalty set in section 5.6, you acknowledge that Bolt reserves the right to suspend the Designated Vehicle from the Bolt platform until you have provided photographic evidence of the removal of the Branding Materials from the Designated Vehicle(s) after the termination of this Agreement.

## **6. Other Provisions**

6.1. Any sums due 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 sums due 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 15 days' notice to that effect. The version of the terms that will apply to You for an Incentive Period will remain the version of these terms that were in force on the first day of the Incentive Period.

6.10. You acknowledge and agree that the attachment of the Branding to the Designated Vehicle(s) shall not be considered to infer or create any employment, agent, business associate or joint venture relationship between you and Bolt.

6.11. Section 4, 5.5, 5.6, 5.7 and 6 shall survive termination of this Agreement.

6.12. Any personal data processed in relation to this Agreement will be processed in accordance with the privacy notices made available [here](#).

**End of Agreement**