

Date of entry into force of the General Terms: 01.09.2024.

These General Terms set forth the main terms and conditions applying to and governing your usage of the Bolt Services. In order to provide Transportation Services via the Bolt Platform you must agree to the terms and conditions that are set forth below, which shall form a legally binding contract between you and Bolt.

1. DEFINITIONS

2.

1. **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.
2. **Bolt** (also referred to as “we”, “our” or “us”) – **Bolt Services MY Sdn. Bhd.**, a private limited company incorporated and registered under the laws of Malaysia with registration number of 202401021276 (1567125-M), having its registered office at Level 21, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, Kuala Lumpur 59200.
3. **Bolt App** – a smartphone/mobile application for Drivers and Passengers to request and receive Transportation Services
4. **Bolt Driver Account** – access to Bolt’s website containing information and documents regarding usage of the Bolt Services in the course of provision of Transportation Services, including accounting documentation. Driver may access the Bolt Driver Account at <https://bolt.eu/en-my/driver/> by entering username and password.
5. **Bolt Fee** – the fee that the Driver is obliged to pay to Bolt for using the Bolt Platform.
6. **Bolt Platform** – technology (including the Bolt App and Bolt’s other websites, facilities and platform) connecting Passengers with Drivers to help them move around cities more efficiently.
7. **Bolt Services** – services that Bolt provides, including provision and maintenance of Bolt App, Bolt Platform, In-app Payment, customer support, communication between the Driver and the Passenger and other similar services.
8. **Driver** (also referred to as “you”) – the person providing Transportation Services via the Bolt Platform. Each Driver will get a personal Bolt Driver Account to use Bolt App and Bolt Platform.
9. **Fare** – the fee a Passenger is obliged to pay the Driver for provision of the Transportation Services, including any applicable tolls, taxes and any other fees or charges that may be due for a particular use of the Transportation Services.
10. **In-app Payment** – cards and other payment methods used by the Passenger via the Bolt App to pay for the Transportation Services.
11. **Passenger** – a person requesting Transportation Services by using Bolt Platform.
12. **Tip** – a gratuity offered by the Passenger at their sole discretion in addition to the Fare paid.
13. **Transportation Services** – transport service a Driver is providing to Passenger whose request Driver has accepted through the Bolt App.

3. ENTRY INTO THE AGREEMENT

4.

1. Prior to using the Bolt Services, you must sign up by providing the requested information in the signup application on our website and uploading necessary documentation as required by us. Upon successful completion of the signup application, 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 signup application, you represent and warrant that:
2.
 1. you are competent and able to enter into an agreement with us to use the Bolt Platform for providing the Transportation Service and to provide the Transportation Service;
 2. you have carefully studied, fully understood and agree to be bound by these General Terms, including all obligations that arise as provided herein and from the Agreement;
 3. all the information you have presented to us is true, accurate, correct and complete;
 4. you will keep the Bolt Driver Account accurate and profile information updated at all times;
 5. you will not authorize other persons to use your Bolt Driver Account nor transfer or assign it to any other person;
 6. you will not use the Bolt Services for unauthorized or unlawful purposes and impair the proper operation of the Bolt Services;
 7. at all times, you fully comply with all laws and regulations applicable in the state you are providing Transportation Services in, including (but not limited to) laws regulating passenger transportation and e-hailing services, as well as tax and any statutory contributions laws;
3. You are obliged to provide your bank requisites in the course of filling in the payment details upon registration. In case you are a legal entity, you must insert the bank account details of the company. We will transfer In-app Payment fees to the bank account that you have provided. We are not liable for any incorrect money transactions in case you have provided wrong bank requisites.
4. After submitting the signup application, you will receive an e-mail with additional conditions that must be met in order to use Bolt Services. These conditions may include providing criminal records, valid driving licence, satisfactory technical state of the vehicle, completion of a training course, owning a GPS-supporting mobile device and other conditions as described in the pertinent e-mail. You hereby confirm that the information provided to Bolt is true and accurate and you shall indemnify us against any damage resulting from the incorrectness of such information. You will notify Bolt immediately upon any amendment or update of the information registered with the relevant authority. The failure to comply with the provided requirements and conditions shall result in a breach of this Agreement and may result in termination of the Agreement and right to use the Bolt Services.
5. You agree that in specific cities or countries Bolt may assign any of our obligations arising from the General Terms or Agreement to Bolt group companies and partners. This includes, among else, assigning the rights and obligations regarding reviewing documents related to signup applications, trainings, collection of Bolt Fees, forwarding you the fees due, mediating In-app Payment, licensing the Bolt App, etc. Details of the Bolt group companies and partners can be accessed here <http://bolt.eu/cities>.

6. Bolt conducts user authentication for Driver by reviewing the documents that Driver submits to sign up as Driver and requiring Driver to verify their identity from time to time via taking selfies or other means as determined by Bolt.

5. **RIGHT TO USE Bolt APP AND Bolt DRIVER ACCOUNT**

6.

1. License to use the Bolt App and the Bolt Driver Account. Subject to your compliance with the Agreement, we hereby grant you a license to use the Bolt App and the Bolt Driver Account. The license does not grant you the right to sublicense or transfer any rights to the third persons.
2. In the course of using the Bolt App and/or Bolt Driver Account you may not:
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;
 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;
 3. transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations on Bolt Platform;
 4. attempt to gain unauthorized access to the Bolt App, Bolt Driver Account or any other Bolt Services.
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 your Driver account without prior notice.
5. Using tags and labels of Bolt. Additionally, we may give you tags, labels, stickers or other signs ("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 and stop utilising any Signs that refer to Bolt brand.
6. All copyrights and trademarks and other intellectual property, including source code, databases, logos and visual designs are owned by Bolt and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Bolt Platform or any other Bolt Services you do not acquire any rights of ownership to any intellectual property.
7. To ensure safety on the Bolt Platform, Bolt may ask you to verify your identity to ensure that the person using Bolt App is the same person whose information is provided in the signup application. You will not be able to provide Transportation Services until you pass the verification process. 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, depending on the circumstances.
8. Rooting, jailbreaking or modifying a mobile device at the hardware or operating system level in any way contrary to the manufacturer's instructions renders the device vulnerable to mobile threats. Drivers acknowledge that we are not responsible for any loss associated with the use of such a modified mobile device and that we have no obligation to support the use of such a device.
9. Driver shall not run, and shall not permit others to run or cause to be run, any programs or scripts for the purpose of scraping, indexing, examining or otherwise

data mining any part of the Bolt App and/or websites or data.

7. PROVIDING THE TRANSPORTATION SERVICES

8.

1. The Driver's Obligations. You hereby guarantee to provide Transportation Services in accordance with the General Terms, Agreement as well as laws, regulations, guidelines, rules, e-hailing licence conditions, or other requirements by regulators applicable in the state where you are providing Transportation Services. Please note that you are fully liable for and shall indemnify us against any loss, damage, expenses etc. arising from violation of any local laws and regulations as may arise from providing Transportation Services.
2. You must have all licenses (including a valid driver's licence and public service vehicle licence, PSV License), permits (including e-hailing vehicle permit, EVP), road tax, car insurance, e-hailing add on insurance, liability insurance (if applicable), registrations, certifications (including vehicle inspection certificates) and other 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. Bolt reserves the right to require you to present evidence and submit for review all the necessary licences, permits, approvals, authority, registrations and certifications, and reserves the right to make and maintain copies of the same for its records and regulatory audit purposes. If applicable, you own, or have the legal right and authority to operate, the vehicle, equipment, premises or any other matter or thing which is involved or used in the course of your provision of the Transportation Services;
3. You must provide the Transportation Services in a professional manner in accordance with the business ethics applicable to providing such services and endeavour to perform any Passenger's requests in the best interest of the Passenger. Among others, you (i) must take the route least costly for the Passenger, unless the Passenger explicitly requests otherwise; (ii) may not make any unauthorised stops; (iii) may not have any other passengers in the vehicle other than the Passenger and the passengers accompanying the Passenger; and (iv) must adhere to any applicable laws and regulations, i.e must not conduct any actions that may disrupt driving or the perception of traffic conditions, including holding a phone in his/her hand while the vehicle is moving. You shall indemnify us against any direct and/or indirect loss and/or damage, loss of profits, or expense that we may incur in connection with your contravention of this section 4.3.
4. You retain the sole right to determine when you are providing the Transportation Services. You shall accept, decline or ignore Transportation Services requests made by Passengers at your own choosing.
5. Costs you incur while providing the Transportation Services. You are obliged to provide and maintain all equipment and means that are necessary to perform the Transportation Services at your own expense, including a car, smartphone, etc. You are also responsible for paying all costs you incur in the course of performing the Transportation Services including, but not limited to, fuel, mobile data plan costs, duty fees, amortization of the vehicle, insurance, relevant corporate or payroll taxes etc. Please bear in mind that using the Bolt App may bring about consumption of a large amount of data on your mobile data plan. Thus, we suggest you subscribe for a data plan with unlimited or very high data usage capacity.
6. Fares. 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 estimated Fare is communicated via the Bolt App. The estimated 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.

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.
8. 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. Bolt may also in its sole discretion 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.
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 section 6 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 your behalf. Such authorisation derives from the mandate of payment intermediary 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. If Passenger justifiably refuses to pay the Fare on the account that your information stated in the Bolt App is incorrect, then Bolt will not reimburse you for such expenses.
10. Tips. In some markets Passenger may be given the option to tip you after a successful provision of Transportation Services. The Passenger can Tip you only by means authorised by Bolt for Tipping. The Tip will not affect the amount of Bolt Fees and Bolt will not collect a commission on the Tip paid by the Passenger. You are obliged to fully comply with any of your tax obligations arising from the Tipping. We may limit the maximum value of a Tip at our sole discretion.
11. Receipts. After each successful provision of Transportation Services, Bolt shall create and forward a receipt to the Passenger. The receipt of each provision of Transportation Services is available to you via the Bolt Driver Account.
12. Cancellation fee & wait time fee. 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 certain time period determined by Bolt App.
13. 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 smell), you shall have

the right to request the Passenger to pay the reasonable cost of repairing any damages or necessary cleaning of the vehicle. If the Passenger does not consent to paying the cost and/or compensating the damage, you must notify us and we will use our reasonable endeavours to try to collect the relevant costs on your behalf from the Passenger. However, bear in mind that we will not assume any liability for direct or indirect damages or losses in relation to cleaning or maintenance of the vehicle made necessary by Passenger.

14. Your tax obligations. You hereby acknowledge that you are obliged to 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 contributions 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 Tax authority submits a valid request or demand to us to provide information regarding your activities relating to the Bolt Services, we may make available to the Tax authority such information regarding your activities to the extent required under applicable law. Additionally, it is your obligation to adhere to all applicable tax regulations that may apply in connection with the provision of Transportation Services. You hereby agree to indemnify Bolt against all state 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 social security contributions).
15. The Driver's authorisation to issue invoices. Bolt has a right to issue an invoice on your behalf to the Passenger in order to compensate you any Fares, contractual penalties or other fees that Bolt mediates to you. In markets where Bolt issues invoices, the invoice will be made available to you via the Bolt Driver Account.

9. BOLT FEES

10.

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. The Bolt Fee may change from time to time. Please note that the Bolt Fees chargeable may change from time to time, considering the principles of dynamic commission pricing that take into account (i) the balance of the supply and demand for the Transportation Service, (ii) characteristics of the ride ordered; and (iii) conditions of any applicable campaigns. The Bolt Fees shall not go above the highest rate for Bolt Fees, that we have communicated to you via email or the Driver Account ("Highest Rate of Bolt Fees"). However, we may increase the applicable Highest Rate of Bolt Fees at any time by giving you prior notice. We shall send you a prior notification of each such change and your continued use of the Bolt app will be deemed as your agreement to such change.
2. You must pay the Bolt Fee and any other fees due to us for the previous month at latest by the 15th day of the following month. Upon delay of payment of the Bolt Fee, you shall be obliged to pay a late payment fee to the amount of 0.04% (zero point zero four percent) of the unpaid amount per day, which you agree is reasonable. You are obliged to reimburse all costs incurred by us, which are related to debt collection activities related to you. For the avoidance of doubt, this section

5.2 shall survive termination of the Agreement.

11. IN-APP PAYMENTS

12.

1. We may enable Passengers to pay for the Transportation Service via card and other payment methods (Bolt Business etc) directly in the Bolt App (i.e. In-app Payment). You hereby authorise us as your commercial agent to receive the Fares or other fees paid by the Passenger via In-app Payment and to forward relevant funds to you. Any payment obligation made by the Passenger via the In-app Payment shall be considered fulfilled as of the time that the payment has been received by Bolt.
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 a contractual penalty in the amount of RM75 for every refusal and/or block your right to use the Bolt Services in case of repetitive behaviour. Bolt reserves the sole discretion to determine what constitutes repetitive behaviour.
3. Bolt reserves the right to distribute promotional codes to Passengers at our discretion on a per promotional basis. You are required to accept the use of promotional code only when the Passenger applies the code in-app to a trip using card payment. Promotional codes may not be applied to cash paid trips. If the use of promotional codes is suspected as being fraudulent, illegal, used by a Driver in conflict with our terms and conditions relating to promotional code use, then the promotional code may be cancelled and the outstanding amount will not be reimbursed by Bolt to the Driver.
4. If the option is available and the Passenger chooses to Tip you directly in the Bolt App, the Tip will be collected by Bolt on your behalf together with the Fares and other fees paid by the Passenger via the In-app Payment. If the payment of the Tip is suspected in Bolt's sole discretion as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used by a Driver in conflict with our General Terms, then the Tip can be withheld by Bolt.
5. 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 immediately of any important circumstances which may affect our obligations to collect and distribute the Fares paid via In-app Payment.
6. We are not obliged to pay you the Fare due from the Passenger if the In-app Payment failed because Passenger's credit card or other payment is cancelled or is unsuccessful for other reasons. In such case we will use reasonable endeavours to assist you in requesting the Fare due from the Passenger and shall transmit it to you once the Passenger has made the requested payment. We will not be liable for the inability of the Passenger to pay for such Fare.
7. 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 Passenger's account who must be friends or family of the Passenger. 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 a contractual penalty up to RM 50.

8. Please note that we will set off any Fares or Tip paid via In-app Payment against the amounts that you are obliged to pay to us (i.e. Bolt Fees and contractual penalties). 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.
9. Fares and other payments due to you per section 6.1 above will be forwarded to you on a periodic basis, typically once every week or other reference period communicated by Bolt in advance.
10. If we are not able to pay the Fees or Tip to you due to you not including 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, the Fare or Tip not transferred to you may, to the extent permissible under law, be forfeited.

13. CUSTOMER SUPPORT

14.

1. We provide the Drivers 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.
2. If you encounter any issues in connection with your use of the Bolt app, you may submit your feedback to the support portal within the Bolt app or any of the following emails: malaysia-driver@bolt-drivers.com or malaysia@bolt.eu or kualalumpur@bolt.eu. After receiving your feedback, Bolt aims to provide the first response within 3 hours for general feedback and within 1 hour for safety-related feedback. You will receive progress updates via in-app notifications or email (as applicable). Bolt may provide remedies to you depending on actual circumstances and our investigations and subject to any applicable laws. Compensation and/or refund is available in certain circumstances, subject to the requirements determined by us. Please refer to Bolt support section to find more details about our customer support process.

15. RATINGS AND ACTIVITY

16.

1. In order to guarantee high-quality service and provide additional reassurance to Passengers, you hereby acknowledge that the Passengers may provide you a rating and leave feedback regarding the quality of the Transportation Services that you have provided. Your average rating will be linked to your Driver's account and will be available to Passengers on the Bolt App. If we find out the rating or comment is not given in good faith, this rating or comment may not be projected in the calculations of your rating.
2. In addition to the rating, we measure your level of activity and provide you with an activity score, which is based on your activity regarding accepting, declining, not responding to and completing Transportation Service requests.
3. In order to provide reliable services to Passengers, we may determine a minimum average rating and a minimum activity score that Drivers must establish and maintain. If, after a pertinent notification from us, you do not increase your average

rating or activity score ("Driver Score") to minimum level within the prescribed time period, your Driver's account will be automatically suspended either temporarily or permanently. We may reverse the suspension of your account if it is merited by any external circumstances or it is detected that the suspension was caused by a system error or false ratings.

4. Requirements relating to rating collection, screening and disclosure of Driver Score.

5.

1. Driver Score is collected from your Passenger upon completion or no later than one day after the completion of the Transportation Services. Bolt does not offer any benefits or incentives to Passengers in exchange for them giving Driver Score.
2. Passengers can only provide descriptive comments via the "Compliment" feature when they give a 5-star Driver Score rating. Bolt uses reasonable endeavours to filter profanity, irrelevant, inappropriate, defamatory and illegal comments. For other Driver Score ratings, Passengers can only provide a rating without descriptive comments.

6. Bolt does not show the details of the Passenger when disclosing Driver Score to Drivers. Drivers can view their overall Driver Score with a breakdown of the percentage of negative feedback from Passengers for different Driver issues. Drivers cannot alter how Driver Score is shown.

17. MARKET OVERVIEWS AND CAMPAIGNS

18.

1. Market overviews. 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 recommendatory and do not constitute any 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.
2. Campaigns promising minimum income. We may also provide campaigns, whereby we will guarantee a minimum income 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.
3. Campaigns for Passengers. 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.

19. RELATIONSHIP BETWEEN YOU, US AND THE PASSENGERS

20.

1. 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 mediation of conclusion of contracts between the Driver and the Passenger, and thus, among other things, accepts payments from the Passengers and forwards the payments to the Driver. Bolt is not responsible for the acts and/or the omissions of the Drivers.

2. You acknowledge 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. If due to the implication of mandatory laws or otherwise, you shall be deemed an employee of us, you hereby agree to waive any claims against us that may arise as a result of such implied employment relationship.
3. You may not transfer your rights and obligations deriving from the General Terms or Agreement to any third party.

21. PROCESSING OF PERSONAL DATA, ACCESS TO DATA

22.

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

23. LIABILITY

24.

1. The Bolt Platform is provided on an "as is" and "as available" basis. We do not represent, warrant or guarantee that access to Bolt Platform will be uninterrupted or error free. As the usage of Bolt Platform for requesting transportation services depends on the behaviour of Passengers, we do not guarantee that your usage of the Bolt Platform will result in any Transportation Service requests.
2. To the maximum extent permitted under applicable law, we, nor Bolt's representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using the Bolt Services, including but not limited to:
3.
 1. any direct or indirect property damage or monetary loss;
 2. loss of profit or anticipated savings;
 3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;
 4. loss or inaccuracy of data; and

5. any other type of loss or damage.
4. The financial liability of us in connection with violating the General Terms or Agreement will be limited to RM2500. You shall have the right to claim for damages only if we have deliberately violated the General Terms or Agreement.
5. We shall not be liable for the actions or non-actions of the Passenger or co-passengers and shall not be liable for any loss or damage that may incur to you or your vehicle as a result of actions or non-actions of the Passenger or co-passengers.
6. You shall be fully liable for breach of the General Terms, Agreement or any other applicable laws or regulations and must stop and remedy such breach immediately after receipt of a respective demand from us or any state authority. You shall indemnify us for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that we may incur in connection with your breach of the General Terms, Agreement and laws and regulations. If Passenger presents any claims against us in connection with your provision of Transportation Services, then you shall compensate such damage to us in full within 7 (seven) days as of your receipt of the respective request from us. In case we are entitled to present any claims against you, then you shall indemnify us against any legal costs related to evaluation of the damages and submission of claims relating to compensation for such damage.

25. TERM, SUSPENSION AND TERMINATION

26.

1. The conditions expressly specified in these General Terms shall enter into force as of submitting the signup application. Agreements and other terms shall enter into force once the specific document or message has been made available to you and you commence or continue providing Transportation Services on Bolt Platform.
2. You may terminate the Agreement at any time by notifying Bolt via email to any of the following emails: malaysia-driver@bolt-drivers.com or malaysia@bolt.eu or kualalumpur@bolt.eu or registered mail to Bolt's address specified in Clause 1.1 at least 7 (seven) days in advance, after which your right to use the Bolt Platform and Bolt Services shall terminate. Bolt may terminate the Agreement at any time and for any reason at Bolt's sole discretion by notifying you at least 3 (three) days in advance. Upon termination of the Agreement for any reason, we will pay you any fees due to you. Any fees due from you to us shall be payable in accordance with section 5.2. Furthermore, we reserve the right to set off any of your financial liabilities against financial liabilities that you may have against us.
3. Bolt is entitled to immediately terminate the Agreement and block your access to the Bolt Platform without giving any advance notice 1) when compliance with laws or legal orders makes it impossible to notify users within the specified timeframe, (2) in case you repeatedly breach the same provision of the General Terms or Agreement, or (3) commit any of the following violations of the General Terms or Agreement which constitutes a severe violation:
 1. a breach of any applicable laws or regulations, including breach of any applicable licence, fraud or money-laundering-related actions;
 2. disparaging Bolt, or causing harm to Bolt's brand, reputation or business as determined by Bolt in our sole discretion; or
 3. assault, harassment, violence or other acts jeopardizing the safety of a
- 4.

Passenger (whether verbally, physically, sexually or otherwise).

5. In addition, we may, at our own discretion, prohibit you from registering a new Driver account.
6. We may also immediately suspend (block) your access to the Bolt Platform and to the Bolt Driver Account for the period of investigation, if we suspect an infringement of the Agreement or fraudulent activity from your behalf. The block of access will be removed once the investigation disproves such suspicions.
7. In cases of account suspension or termination, you have the opportunity to appeal and explain the facts and reasons by using the Bolt [support](#) channels. For more details about Driver account suspension and termination, please see Bolt support section.
8. We are aiming to provide the highest quality service to all Passengers therefore we are monitoring the activity of Drivers on Bolt Platform. If you fail to meet the minimal service requirements, such as the minimal rating and activity score, we are entitled to immediately terminate the Agreement without giving any advance notice.

27. AMENDMENTS

28.

1. Bolt reserves the right to amend these General Terms anytime by uploading the revised version on its website (<http://bolt.eu/legal/>) and notifying you (e.g. via e-mail, Bolt App or Bolt Driver Account).
2. Bolt shall provide advance notice (e.g. via e-mail, Bolt App or Bolt Driver Account) about the amendments that affect the rights of Drivers, unless:
 3.
 1. Bolt is subject to a legal or regulatory obligation which requires it to amend the General Terms in a manner which does not allow it to respect the advance notice period;
 2. immediate amendment is required to address an unforeseen and imminent danger related to health, safety or cybersecurity risks, or defending the Bolt Services, Passengers or Drivers from fraud, malware, spam or data breaches;
 3. you have elected to waive the advance notice period (e.g. you continue to use Bolt Services after receipt of the notice of amendment); or
 4. in the reasonable opinion of Bolt, amendments are beneficial for the Drivers and do not require technical adjustments from them.
4. If you do not agree to the amendments of the General Terms or other conditions of the Agreement, you have the right to terminate the Agreement by discontinuing the use of the Bolt Services and providing termination notice to Bolt via email: malaysia-driver@bolt-drivers.com or malaysia@bolt.eu or kualalumpur@bolt.eu. The termination of the Agreement takes effect on the effective date of the proposed amendment, unless otherwise provided in your termination notice. Your use of the Bolt Services on or after the effective date of the amendment constitutes your consent to be bound by the General Terms or Agreement, as amended, whether or not the same has been reviewed by you.

29. APPLICABLE LAW AND COURT JURISDICTION

30.

1. The General Terms and Agreement shall be governed by and construed and enforced in accordance with the laws of Malaysia. If a dispute in connection with the Agreement is unable to be settled by negotiations, then the dispute shall be solved

in the respective courts in Malaysia.

31. NOTICES

32.

1. You are obliged to immediately notify us of any changes to your contact information.
2. Any notice required to be given under the General Terms and Agreement shall be sufficiently given if: 16.2.1. delivered personally, 16.2.2. sent by courier with proof of delivery, 16.2.3. sent by registered mail, 16.2.4. sent by e-mail or 16.2.5. made available via the Bolt App or Bolt Driver Account.
3. Any notice which is sent or dispatched in accordance with the previous clause shall be deemed to have been received: 16.3.1. if delivered personally, at the time of delivery to the party; 16.3.2. 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; 16.3.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party; 16.3.4. if made available via the Bolt App or Bolt Driver Account, or 16.3.5. 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.

33. BOLT PLATFORM MAINTENANCE

34.

1. From time to time, access to the Bolt Platform may be temporarily suspended owing to service improvements, issues, deficiencies in services or other similar reasons. Bolt shall inform you in advance of any scheduled maintenance and provide reasons for and the duration of the suspension.
2. In cases where advanced notice is not possible, Bolt shall promptly notify you at the time of suspension and if possible, provide reasons for and the estimated duration of the suspension.
3. Bolt is not liable for any loss or damage that you may incur as a result of Bolt's platform maintenance.

35. FINAL PROVISIONS

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.

19. LANGUAGE AND INTERPRETATION CLAUSE

These General Terms are made in the English language. In the event of any inconsistency or discrepancy between the English version and other language versions, this English version shall prevail.