

These General Terms for Package Delivery for Drivers are set out in accordance with and in addition to the General Terms for Drivers and Privacy Notice for Drivers and define the conditions for using Package delivery via the Bolt App.

Anything not covered by these General Terms for Package Delivery for Drivers, shall be governed by the General Terms for Drivers and Privacy Notice for Drivers. In case of any contradictions regarding using Package delivery, the conditions set forth in these General Terms for Package Delivery for Drivers shall prevail. The provisions of the Terms and Conditions for Passengers applicable to Passengers equally apply to the Clients under these General Terms for Package Delivery for Clients.

By using the Bolt App for providing Package delivery services each Driver agrees to the application and content of these General Terms for Package Delivery for Drivers as well as to the processing of the personal data on the conditions incorporated into these General Terms for Package Delivery for Drivers and Privacy Policy for Drivers.

## **1. DEFINITIONS**

1.1. **Bolt App** – a smartphone application for Drivers and Clients to request and receive different services, including, Package delivery and Transportation Services.

1.2. **Bolt Platform** – the mobility and delivery platforms operated by Bolt.

1.3. **Cancellation Fee** - a fee charged to the Client for cancelling the ordered service, including Transportation Services, after a certain time from the acceptance of the Client's order, as indicated in clause 4.3 of the Terms and Conditions for Passengers and in the Bolt App, and a fee charged to the Client by the Driver for cancelling the delivery of the Excluded Packages or unsuitable packages, as indicated in clause 2.6 herein.

1.4. **Client** - means a user of the Bolt App that has ordered a delivery of a Package and thereby enters into a Delivery Agreement with the Driver.

1.5. **Delivery Agreement** - means the agreement between the Client and the Driver for the delivery of the Package.

1.6. **Driver** - means the person providing Transportation Services and in some markets Package delivery services via the Bolt Platform.

1.7. **Drop-Off Location** - means the address to which the Client wishes the Package to be delivered.

1.8. **Excluded Packages** – means packages not permitted to be transferred under the Delivery Agreement and as detailed in clause 2.4.

1.9. **General Terms for Package Delivery for Drivers** - means these terms and conditions applicable to the relationship between Bolt and the Driver in relation to the use of the Bolt App by the Client for Package delivery.

1.10. **Package** - means the item subject to the delivery, with the exception of the Excluded Packages listed in clause 2.5 herein.

1.11. **Recipient** - means the person (*including the agent or representative of a legal person*) who is located at the Drop-off Location or, where applicable, within a nearby adjacent area, subject to its designation by any means by the Client.

1.12. **Transportation Services** – transport service a Driver is providing to the Client whose request the Driver has accepted through the Bolt App.

1.13. **User** - means either the Client or the Driver as the context requires.

## 2. LEGAL FRAMEWORK

2.1. The Bolt App enables the Client to order delivery of the Package to the Recipient at Drop-Off Location by selecting the “Bolt Send” category in the Bolt App.

2.2. Upon sign up to the Bolt Platform (in accordance with the General Terms for Drivers) each Driver is automatically added into the “Bolt Send” category and the Driver shall be bound by these General Terms for Package Delivery for Drivers. Drivers may opt out from the “Bolt Send” category in the Bolt App, on condition there are no on-going Delivery Agreements the Driver has not completed.

2.3. For the delivery of the Package, the Driver enters into a Delivery Agreement directly with the Client. The Delivery Agreement is deemed to be concluded from the moment the order for delivery of a Package is confirmed by the Driver via the Bolt App.

2.4. By operating the Bolt App, Bolt acts only as a provider of the information society service and is not a party to the Delivery Agreement. Bolt is not the provider of the delivery services, and is not liable in any way for the performance under the Delivery Agreement. Bolt does not supervise, direct or control the manner in which the delivery of the Package is carried out by the Driver.

2.5. The Bolt App may not be used for ordering deliveries of packages containing goods that have not been approved by Bolt as eligible for the Bolt App (the **"Excluded Packages"**). The Excluded Packages include:

2.5.1. goods that do not comfortably fit in a vehicle cabin or goods that weigh more than 20 kg or with dimensions more than 60x40x40cm;

2.5.2. animals, human beings and other living or dead creatures, including their parts, remains, fluids or substances derived from products originating from animals, human beings or other creatures;

2.5.3. bank notes (including foreign currency), credit cards, securities, jewellery, gift vouchers and similar valuables;

2.5.4. firearms and their parts, ammunition, melee weapons, other items specially designed for attack and defence (e.g. knuckles, stilettos);

2.5.5. flammable, combustible, explosive and radioactive or other ionising substances, munitions, gas, infectious, poisonous or corrosive materials which by their nature may pose danger to the environment;

2.5.6. drugs and other psychotropic substances which are subject to special control in accordance with the legislation;  
2.5.7. food, alcohol beverages, ethyl alcohol, high-octane oxygen containing impurities, tobacco;  
2.5.8. goods, the value of which exceeds 500 GEL;  
2.5.9. stolen goods;  
2.5.10. other items that are not allowed to be delivered, transported by law and items that cannot be transported, delivered without additional licences, permits, approvals etc, including goods which cannot be delivered due to the limitations pertaining to either the Client or the Recipient (e.g medicine which requires medical prescription).

2.5. The Driver may cancel the delivery of a Package if the Driver upon pick up discovers or has reasons to think that the Package is an Excluded Package or is not suitable for delivery. In such cases, Cancellation Fee will be charged by the Driver to the Client. The Driver acknowledges that the delivery of the Excluded Package may bring about administrative or criminal liability.

2.6. The Driver shall indemnify, defend or settle and hold Bolt harmless against any loss or damage (including legal costs) which Bolt may sustain or incur, in relation to any third party claim, to the extent such claim is based upon any breach by the Driver of the provisions of these General Terms for Package Delivery for Drivers.

2.7. The Driver is solely liable for the performance of the Delivery Agreement and for any claims presented under the Delivery Agreement. Bolt is not liable for any failure or non-conformity of performing the Delivery Agreement and assumes no liability for any traffic violations or accidents sustained during the performance of the Delivery Agreement.

2.8. If the Client files a claim due to the breach of the Delivery Agreement, the Driver shall release Bolt from all liability regarding the claim.

2.9. The Driver's total liability for material damage or consequential loss, such as loss, theft, material damage, average or destruction of the items of the Package shall be the greater of (i) the original value of the affected items of the Package; or (ii) the amount of their repair or reconstitution, in both cases up to the limit of equivalent of 500 GEL.

2.10. The Bolt App is provided to the Users strictly on an "as is" basis. Bolt will not be liable for any interruptions, connection errors, unavailability of, or faults in the Platform. In no event shall Bolt's aggregate liability for any and all claims arising out of the use of the Bolt App by the same User, including those based on tort, agreement or other grounds, exceed the equivalent of 500 EUR or the amount of the fees paid to Bolt, whichever is lower.

2.11. The Drivers are free to accept and refuse to pick up or deliver the Package before the acceptance of the order for any reason. Once accepted, the Driver has committed to the Client to deliver the Package and the refusal to deliver the Package may only be based on the grounds set out in clauses 2.4 and 2.5 of these General Terms for Package Delivery for Drivers, or on the reasons set out in the General Terms for Drivers.

### **3. ORDERING DELIVERY OF PACKAGES THROUGH THE BOLT APP**

3.1. The Client shall order a delivery of the Package by the Driver to the Recipient at the

Drop-Off Location. The Client and the Driver will enter into the Delivery Agreement upon confirmation of the order by the Driver.

3.2. The Driver shall deliver the Package to the Drop-Off Location communicated by the Client to the Driver upon placing the order.

3.3. In case of a failure to hand over the Package due to the Client and/or the Recipient in accordance with clause 3.2, the Driver shall contact Bolt's customer service in order to authorise Bolt to cancel the delivery and fully charge the Client for the delivery, and, if applicable, the Cancellation Fee, as well as to receive further advice regarding the Package. If the Driver is instructed to return the Package to the Client, the Driver shall return the Package to the Client and the Client may be charged for such return. Before the receipt of instructions regarding the Package, the Driver needs to make sure the Package is stored properly. After handing over the Package to the Recipient, the Driver marks the delivery as "Finished" on the Bolt App.

3.4. Bolt, on behalf of the Driver, may cancel the delivery and fully charge the Client for the delivery if the Recipient is not available at the Drop-Off Location within 5 minutes of the arrival of the Driver thereto.

3.5. The Driver is prohibited from adding or removing any packaging and has to deliver the Package as prepared by the Client. The Driver is not allowed to change, modify, add to, remove from or tamper with the Package in any way and ensure the Package is not damaged, destroyed, stolen or lost as well as act responsibly in the driving of its means of transport.

3.6. Bolt reserves the right to facilitate payment for the reasonable charges associated with the delivery, return, redelivery or disposal of the Client's Package on behalf of the Driver using any of the Client's payment methods selected in the Bolt App, including Bolt Balance. Such amounts will be transferred by Bolt to the respective Driver.

3.7. Cash payments are excluded while using the Package delivery service via the Bolt App.

#### **4. CANCELLATION AND SUSPENSION OF USE**

4.1. Bolt is entitled to remove the Driver from the Bolt App with immediate effect and/or refuse or cancel any deliveries of any Packages, if it causes any abuse or harm to the Bolt App, if Bolt has reasonable belief of fraudulent acts by the Driver when using the Bolt App, or if the Driver otherwise fails to comply with its obligations under these General Terms for Package Delivery for Drivers (e.g. failing to deliver the Package to the Recipient for the reasons not pertaining to the Client or the Recipient at least two times or damaging the Package during the delivery).

4.2. The Driver may not use the Bolt App for any unlawful purpose, including for the purposes of money laundering. If the Driver violates this clause, Bolt may permanently suspend the Driver from using the Bolt App.

#### **5. FINAL PROVISIONS**

5.1. Bolt may amend these General Terms for Package Delivery for Drivers from time to time. We will inform you of any changes within a reasonable time period by sending a respective

notice. Please feel free to stop providing the Package delivery services if you do not agree with the updated terms. If you continue providing Package delivery after the reasonable time period as of the receipt of the notice, you are considered to have accepted the updated terms.

5.2. Nothing in these General Terms for Package Delivery for Drivers limits and excludes any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation or alter your rights that cannot be excluded under applicable law.

5.3. Bolt reserves the right to terminate the Package delivery category in its sole discretion in the Bolt App at any time. Bolt will notify you of such termination in advance.