

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

Contact us:

Our email is: zimbabwe-driver@bolt-drivers.com

Bolt App: You can contact our customer support team via the chat function in the Bolt App.

1. DEFINITIONS

1.1. **Bolt** (also referred to as “we”, “our” or “us”) – **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, or other Bolt group company or cooperation partner where Bolt Services are not provided by Bolt Operations OÜ. The list of Bolt group companies and partners is available at

<https://bolt.eu/cities/>

1.2. **Bolt Services** – services that Bolt provides, including provision and maintenance of Bolt App, Bolt Platform, customer support, communication between the Driver and the Passenger and other similar services.

1.3. **Bolt App** – together the smartphone applications provided by Bolt enabling:

(i) (in the case of Drivers) Drivers to provide Transportation Services to Passengers; and

(ii) (in the case of Passengers) Passengers to request Transportation Services from Drivers.

1.4. **Bolt Platform** – technology connecting Passengers with Drivers to help them move around cities more efficiently.

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

1.6. **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.

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

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

1.10. **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 <https://partners.bolt.eu> by entering username and password.

1.11 **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 sign up by providing the requested information in the signup application on website and uploading necessary documentation as required by us. You may sign up either as a legal or a natural person. 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:

2.1.1. 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 Agreement;

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

2.1.4. you will keep Bolt Driver Account accurate and profile information updated at all times;

2.1.5. you will not authorise other persons to use your Bolt Driver Account nor transfer or assign it to any other person;

2.1.6. you will not use the Bolt Services for unauthorised or unlawful purposes and impair the proper operation of the Bolt Services;

2.1.7. 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 services;

2.2. After submitting the signup application, you will receive an email 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. The failure to comply with the provided requirements and conditions may result in termination of the Agreement and right to use the Bolt Services.

2.3. You agree that in specific cities or countries Bolt Operations OÜ 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, licensing the Bolt App, etc. Details of the Bolt group companies and partners can be accessed here <https://bolt.eu/cities>.

2.4. Registering the account as a legal person (i.e. a company). In such case, the indicated legal person is considered to be the provider of Transportation Services and a party to these General Terms and any further agreements. Only the specific persons indicated as drivers during the signup process may provide the Transportation Services on your behalf and only if he/she has agreed with you that they will not put you in breach of these General Terms.

2.5. Registering Bolt Driver Account as a fleet company. Upon concluding a separate agreement, a fleet company may itself register accounts to its employees and/or service providers. In such case the fleet company shall be required to ensure that its employees and/or service providers conform to the requirements of General Terms, Agreement and any further agreements and agrees to act in accordance and be bound with its conditions and obligations. 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.

3. RIGHT TO USE BOLT APP AND BOLT DRIVER ACCOUNT

3.1. Licence to use the Bolt App and the Bolt Driver Account. Subject to your compliance with the Agreement, We hereby grant you have a licence to use the Bolt App and the Bolt Driver Account. The licence does not grant you the right to sublicense or transfer any rights to the third persons. Regardless of the above and if so agreed separately, fleet companies may sub-license the Bolt App and the Bolt Driver Account to the members of its fleet.

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

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

3.2.2. 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;

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

3.2.4. attempt to gain unauthorised access to the Bolt App, Bolt Driver Account or any other Bolt Services.

3.3. The Licence 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 Driver account without prior notice.

3.4. Using tags and labels of Bolt. 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 licence 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 Bolt brand.

3.5. All copyrights and trademarks, 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.

4. PROVIDING THE TRANSPORTATION SERVICES

4.1. The Driver's Obligations. You hereby guarantee to provide Transportation Services in accordance with the General Terms, Agreement as well as laws and regulations applicable in the state where you are providing Transportation Services. Please note that you are fully liable for any violation of any local laws and regulations as may arise from providing Transportation Services.

4.2. You must have all licences (including a valid driver's licence), permits, car insurance, liability insurance (if applicable), registrations, certifications 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. In case where it is required by applicable laws or any authority will submit a valid request to us to provide information regarding the activities of you relating to the provision of your Transportation Services, we may make available to the authority the information regarding the activities of you to the extent required by applicable laws. Additionally, it is your obligation to adhere to all applicable laws and regulations that may apply in connection with the provision of Transportation Services.

4.3. 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 the Passenger's request in the best interest of the Passenger. Among else, you (i) provide the Transportation Services in a reasonably expedient and efficient manner in accordance with the Passenger's initial request, unless the Passenger explicitly states 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 traffic acts 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.

4.4. 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.

4.5. 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, amortisation of the vehicle, insurance, relevant corporate or payroll taxes etc. Please bear in mind that using the Bolt App may bring about consumption of large amount of data on your mobile data plan. Thus, we suggest you to subscribe for a data plan with unlimited or very high data usage capacity.

4.6. 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 Fare is calculated based on rates for the local market for 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 and regulation. Additionally, you shall always have the right to charge the Passenger less than the Fare indicated by the Bolt App.

4.7. Upfront Fare. 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 section 4.6 shall be applied instead of 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 a route is used where tolls apply).

4.8. Bolt may adjust the calculation of the Fare for a particular order if we detect a violation of the Passenger's request (such as taking a longer route or not confirming the end of the Transportation Services), if a technical error affecting the final Fare is identified or if we have reasonable cause to suspect a fraud. Bolt will only exercise its right under this clause in a reasonable and justified manner.

4.9. Passengers must pay the Fare in cash and it is your obligation to collect the Fare. 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.

4.10. Receipts. After each successful provision of Transportation Services, Bolt shall create and forward a receipt to the Passenger consisting of some or all of the following information: the first name and surname of the Driver, the registration number of the vehicle, the date, the Fare paid for the provision of the Transportation Services. The receipt of each provision of Transportation Services is available to you via the Bolt Driver Account. However, please note that Bolt will not create or issue any tax invoices on your behalf.

4.11. Your tax obligations. You hereby acknowledges 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) issuing any tax invoice that you must provide to a Passenger by law (ii) paying income tax, social security tax or any other tax applicable; and (iii) fulfilling all employee and tax registration obligations for calculations in regard to accounting and transfers to applicable State authorities as required by the applicable law. In case the tax authority will submit 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. 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 compensate Bolt 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 tax).

4.12. 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.

5. CUSTOMER SUPPORT

We provide the Drivers customer support regarding the use of the Bolt Services. Our email is: zimbabwe-driver@bolt-drivers.com and you can also contact our customer support team via the chat function in the Bolt App.

6. RATINGS AND ACTIVITY

6.1. 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 at 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.

6.2. 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 and completing Transportation Service requests.

6.3. 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 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.

7. MARKET OVERVIEWS AND CAMPAIGNS

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.

8. RELATIONSHIP BETWEEN YOU, US AND THE PASSENGERS

8.1. 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 independently from Bolt.

8.2. 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.

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

9. PROCESSING OF PERSONAL DATA, ACCESS TO DATA

9.1. Your personal data will be processed in accordance with the privacy notice for Zimbabwe made available on <https://bolt.eu/en/privacy/>.

9.2. 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.

9.3. 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.

10. LIABILITY

10.1. 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.

10.2. 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:

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

10.2.2. loss of profit or anticipated savings;

10.2.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;

10.2.4. loss or inaccuracy of data; and

10.2.5. any other type of loss or damage.

10.3. The financial liability of us in connection with violating the General Terms or Agreement will be limited to 500 euros (or 500 euros as converted into your local currency). You shall have the right to claim for damages only if we have deliberately violated the General Terms or Agreement.

10.4. 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.

10.5. 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 occur 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 compensate us any legal costs related to evaluation of the damages and submission of claims relating to compensation for such damage.

10.5 The limitations of liability set out in this clause 10 shall apply to the maximum extent permitted by law.

11. TERM, SUSPENSION AND TERMINATION

11.1. 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.

11.2. You may terminate the Agreement at any time by notifying Bolt 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 the sole discretion of us by notifying you at least 3 (three) days in advance.

11.3. Bolt is entitled to immediately terminate the Agreement and block your access to the Bolt Platform without giving any advance notice in case you breach the General Terms or Agreement, any applicable laws or regulations, including breach of any applicable licence, disparage Bolt, or cause harm to Bolt's brand, reputation or business as determined by Bolt in our sole discretion. In the aforementioned cases we may, at our own discretion, prohibit you from registering a new Driver account.

11.4. We may also immediately suspend (block) your access to the Bolt Platform and to the Bolt Driver Bolt Driver Account for the period of investigation, if we suspect an infringement of the Agreement including breach of any applicable licence or fraudulent activity from your behalf. The block of access will be removed once the investigation disproves such suspicions.

11.5. 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 suspend your account and/or terminate the Agreement without giving any advance notice.

12. AMENDMENTS

12.1. Bolt reserves the right to amend these General Terms anytime by uploading the revised version on its website (<https://bolt.eu/legal/>) and notifying you (e.g. via email, Bolt App or Bolt Driver Account) whenever, in the reasonable opinion of Bolt, such amendments are material.

12.2. Bolt shall provide at least 15 days advance notice (e.g. via email, Bolt App or Bolt Driver Account) about the amendments to these General Terms, unless:

12.2.1. 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;

12.2.2. 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;

12.2.3. 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

12.2.4. in the reasonable opinion of Bolt, amendments are beneficial for the Drivers and do not require technical adjustments from them.

12.3. 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. 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.

13. APPLICABLE LAW AND COURT JURISDICTION

These General Terms are construed and governed in accordance with the mandatory stipulations of the Republic of Estonia, except where the application of stipulations of the country in which the transportation service is provided are mandatory. If the respective dispute resulting from this General Terms could not be settled by the negotiations, then the dispute will be finally solved in the Harju County Court in Tallinn/Estonia, except for those cases in which due to according applicable mandatory rules, the dispute must be solved in the courts of the country in which the transportation service is provided.

14. NOTICES

14.1. You are obliged to immediately notify us of any changes to your contact information.

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

14.2.1. delivered personally,

14.2.2. sent by courier with proof of delivery,

14.2.3. sent by registered mail,

14.2.4. sent by e-mail or

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

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

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

14.3.2. 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;

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

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

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

15. 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.

Last updated: 24 January 2024