

These General Terms set out the terms and conditions applying to and governing the usage of the Bolt app in Zimbabwe - technology which connects passengers with drivers to help them move around cities more efficiently.

The term "Bolt", "us" or "we" refers to **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/>

Contact us:

Our email is: zimbabwe@bolt.eu

Bolt App: You can contact our customer support team via the chat function in the Bolt app. In order to use Bolt app you must agree to the terms and conditions that are set out below:

1. Using the Bolt app

1.1 Bolt provides an information society service through Bolt app that enables mediation of the requests for transport services between the passengers and drivers. Bolt does not provide transport services. Transport services are provided by drivers under a contract (with you) for the carriage of passengers. Drivers provide transport services as economic and professional service providers either on an independent basis or on behalf of a fleet company. Drivers do not provide transport services on behalf of Bolt. Bolt is not responsible in any way for the fulfilment of the contract entered into between the passenger (you) and any driver. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of transport services must be resolved between the passengers and drivers. Data regarding the drivers and their transport service is available in the Bolt app and receipts for journeys are sent to the email address listed in the passenger's profile. If you require an invoice you should request this from the driver. Bolt is not responsible for providing invoices on behalf of drivers.

1.2 The passenger (you) enters into a contract with the driver for the provision of transport services via the Bolt app. You must make payments for the transportation service in cash.

1.3 Prior to confirming an order for a journey, an estimated fare for the journey will be shown to you in the Bolt App. The fare payable to a driver for a journey will be based on the rates made available to you in the app (please note you can click on the driver category for more information) and the total fare will be confirmed at the end of the journey. If you do not agree to an estimated fare or the rates made available to you in the app, you should not confirm an order for a journey.

1.4 Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls or airport surcharges.

1.5 During the installation of the Bolt app, a passenger's mobile number is linked to the respective Bolt user account and added to our database. If you are no longer using your mobile number, you must notify Bolt within 7 days so we can anonymize your account data. If you do not notify us about any change to your number, your mobile operator may issue the same mobile number to a new person who when using the Bolt app then may have access to your data.

2. Ordering and cancelling transport services

2.1 If you order a transport service and the driver has agreed to undertake the work then the transport service is considered to be ordered.

2.2 Once a driver confirms that he/she will complete your journey, you will enter into a separate agreement with the driver for the provision of the journey on such terms and conditions as you agree with the driver. Bolt does not provide journeys and is not a party to your agreement with

the relevant driver.

2.3 Cancelling the use of an ordered transport service is considered to be the situation where the driver has replied to your request and you subsequently reject, cancel or refuse the transport service.

2.4 If you cancel a transport service request on multiple successive instances within 24-hour we may temporarily block your account for warning. After multiple such warnings, we may suspend your account for a longer period (e.g. 6 months). After that period you could ask to reactivate your account and your application will be reviewed by Bolt.

2.5 When the driver notifies the passenger about the arrival of the vehicle to its destination and passenger or people for whom the transport was ordered do not arrive at the vehicle within a certain time period as specified in the Bolt app, the request will be deemed cancelled.

Sometimes drivers may decide to cancel your request, please note that Bolt is not responsible for such situations.

2.6 Once the driver arrives and sends you a notification that he/she has arrived the driver may begin charging fare on a waiting time basis according to the rates specified in the Bolt app.

2.7 If you have requested transport services using the Bolt app and cause damage to the driver's vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), the driver will have the right to require you to pay compensation for any damages. Please note that Bolt is not responsible for such situations.

3. Licence to use Bolt app

As long as you comply with these General Terms, we agree to grant you a royalty free, revocable, non-exclusive, right to access and use the Bolt app in accordance with these General Terms, the Privacy Notice for Zimbabwe made available at <https://bolt.eu/en/privacy/> and the applicable app-store terms. You may not transfer or sub-license this right to use the Bolt app. In the event that your right to use Bolt app is cancelled, the corresponding non-exclusive licence will also be cancelled.

4. Liability

4.1 As the Bolt app is an information society service (a means of communication) between passengers and drivers, we cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of transport services. As the usage of Bolt app for requesting transport services depends on the behaviour of the drivers, Bolt does not guarantee that you will always have offers available for the provision of the transport services.

4.2 The Bolt app does not offer or broker transport services for passengers. It is also not a transport agency service for finding passengers for transport providers. The Bolt app is used as the means for organising the provision of transport services.

4.3 The consumer's right of refund is not applied to Bolt app orders. Requesting a refund from the transport service does not withdraw you from the agreement in the course of which the provision of the transport service was ordered.

4.4 The Bolt app is provided on an "as is" and "as available" basis. Bolt does not represent, warrant or guarantee that access to Bolt app will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in mind that the functioning of the app may be restricted due to occasional technical errors and we are not able to guarantee that the app will function at all times, for example a public emergency may result in a service interruption.

4.5 Bolt, its representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using Bolt app or relying on, the journey contracted for through the Bolt app, including but not limited to:

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

4.5.2. loss of profit;

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

4.5.4. loss or inaccuracy of data; and

4.5.5. any other type of loss or damage.

4.6 The financial liability of Bolt in connection with breach of the contract will be limited to 500 euros (or 500 euros as converted into your local currency). You will have the right to claim for damages only if Bolt has deliberately violated the contract. Bolt will not be liable for the actions or inactions of the driver and will not be liable for damages that the driver causes to the passengers.

4.7 You agree to fully indemnify and hold Bolt, their affiliate companies, representatives, employees and directors harmless from any claims or losses (including liabilities, damages, costs and expenses of any nature) that they suffer as a result of your use of the Bolt app (including the journeys you obtain through your use of the Bolt app).

4.8 Bolt may immediately end your use of the Bolt app if you breach these General Terms or we consider it necessary to protect the integrity of Bolt or the safety of drivers.

4.9 The limitations of liability set out in this clause 4 shall apply to the maximum extent permitted by law.

5. Good practice using the Bolt app

5.1 As Bolt is not a provider or broker of the transport services, any issues with defects or quality of the transport services must be resolved in accordance with the rules and regulations of the relevant public authority.

5.2 We ask to fill out a feedback form in the Bolt app. This enables us to offer suggestions to the drivers for improving the quality of their service.

5.3 We expect that you use the Bolt app in good faith and be respectful of the drivers who offer their services through the Bolt app. Bolt retains the right to close your account if you have violated the terms set out in this General Terms or if your activities are malicious, i.e. withholding payment for the provision of the transport service, fraud, being disrespectful towards the drivers, etc. In these cases, your Bolt app account may be revoked without prior notice.

5.4 If you experience objectionable transport service, please notify a supervisory authority or our customer support.

6. Amendments to the General Terms

If any substantial amendments are made to the General Terms, then you will be notified by e-mail or Bolt app notifications. If you continue using Bolt app, you will be deemed to accept the amendments.

7. Final Provisions

These General Terms shall be 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.

Last updated: 24 January 2024