

Last updated: **September 2024**

You may download an offline version of these terms for your records and future reference [here](#).

These General Terms for Bolt Send for Carriers are set out in accordance with and in addition to the General Terms for Drivers available here www.bolt.eu/legal and Privacy Notice for Drivers available here www.bolt.eu/privacy and define the conditions for using Package delivery via the Bolt App.

Anything not covered by these General Terms for Bolt Send for Carriers, 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 Bolt Send for Carriers shall prevail.

By using the Bolt App for providing Package delivery services each Carrier agrees to the application and content of these General Terms for Bolt Send for Carriers as well as to the processing of the personal data on the conditions incorporated to these General Terms for Bolt Send for Carriers and Privacy Notice for Drivers.

1. DEFINITIONS

1.1. **Bolt App** – a smartphone application for Carriers 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 use of an 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 Carrier for cancelling the delivery of the Excluded Packages or unsuitable packages, as indicated in clause 2.6.

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 Carrier.

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

1.6. **Carrier** - means the provider of the Transportation Services and in some markets Package delivery services via the Bolt Platform.

1.7. **Drop-Off Location** - means the address where 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 at clause 2.5.

1.9. **General Terms for Bolt Send for Carriers** - means these terms and conditions applicable to the relationship between Bolt and the Carrier 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 below.

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** – transportation service a Carrier is providing to a person whose

request the Carrier has accepted through the Bolt App.

1.13. **User** - means either the Client or the Carrier 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. Carriers may opt in to the “Bolt Send” category in the Bolt App. Once the Carrier has opted into the “Bolt Send” category, the Carrier is bound by these General Terms for Bolt Send for Carriers. Carriers are under no obligation to opt in for the “Bolt Send” category.

2.3. For the delivery of the Package, the Carrier 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 Carrier 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 Carrier.

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 15 kg;

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 narcotic and 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 and tobacco products;

2.5.8. goods, the value of which exceeds 100 EUR;

2.5.9. stolen goods;

2.5.10. fragile items;

2.5.11. 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).

2.6. The Carrier may cancel the delivery of a Package if the Carrier 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 Carrier to the Client. The Carrier acknowledges that the delivery of the Excluded Package may bring about administrative or criminal liability.

2.7. The Carrier 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 Carrier of the provisions of these General Terms for Bolt Send for Carriers.

2.8. The Carrier 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.

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

2.10. The Carrier'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 100 EUR.

2.11. 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.

2.12. The Carriers 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 Carrier 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 2.5 and 2.6 of these General Terms for Bolt Send for Carriers, or on the reasons set out in the General Terms for Drivers.

2.13. Package delivery services can only be requested and provided within the territory of the Republic of Slovakia.

2.14. The Carrier confirms that it has and shall maintain in force and shall at all times comply with all necessary permits and licences required for the Carrier to provide, and the Client to receive the benefit of, Package delivery services. The Carrier shall at all times adhere to any applicable laws and regulations.

3. ORDERING DELIVERY OF PACKAGES THROUGH THE BOLT APP

3.1. The Client shall order a delivery of the Package by the Carrier to the Recipient at the Drop-Off Location. The Client and the Carrier will enter into the Delivery Agreement upon confirmation of the order by the Carrier.

3.2. The Carrier shall deliver the Package to the Drop-Off Location communicated by the Client to the Carrier upon placing the order. The Carrier is not responsible for loading and unloading of the Package.

3.3. If the Client has cancelled the delivery midway (after the Carrier has picked up the Package(s) but prior to delivering the Package(s) to the Recipient), the Carrier shall promptly inform Bolt's customer service about the situation and follow the guidelines. Unless instructed otherwise by Bolt's customer service, the Carrier shall make reasonable efforts to contact the Client and bring the Package back to the Client or hand it over to the Recipient, following further guidelines listed in clause 3.4 below.

3.4. 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 Carrier 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.

Unless instructed otherwise by Bolt's customer service, the Carrier shall make reasonable efforts to contact the Client and bring the Package back to the Client or hand it over to the Recipient.

3.4.1. If the Carrier returns the Package(s) to the Client or hands it over to the Recipient, the Carrier should mark the delivery as "Finished" on the Bolt App. If the Carrier has reasonably incurred additional costs exceeding the initially set price, the Carrier may initiate a price review describing the situation through the Bolt App after marking the delivery as "Finished", but before confirming the delivery price. If the Carrier is requesting a price review, Bolt's customer service shall be informed accordingly.

3.4.2. If the Client and Recipient cannot be contacted and it is not possible to deliver the Package to the Recipient or return the Package to the Client, the Carrier shall mark the delivery as "Finished", request a price review if necessary and contact Bolt's customer service accordingly. Unless instructed otherwise by Bolt's customer service, the Carrier shall deliver the Package(s) to a designated storage location used by the Carrier to store undelivered Packages and promptly inform Bolt's customer service about the situation, providing details of the delivery, attempted communication with the Client, and the subsequent delivery of the Package(s) to storage location. The Carrier shall keep the undelivered Package(s) at the designated storage location until it is collected or received otherwise by the Client for a period of up to 6 calendar months from the date of the first failed delivery. The Carrier is entitled to charge the Client for the storage of the undelivered Package(s).

3.5. Bolt, on behalf of the Carrier, 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 Carrier thereto.

3.6. The Carrier is prohibited from adding or removing any packaging and has to deliver the Package as prepared by the Client. The Carrier 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.

3.7. 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 Carrier 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 applicable Carrier.

3.8. 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 Carrier 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 Carrier when using the Bolt App, or if the Carrier otherwise fails to comply with its obligations under these General Terms for Bolt Send for Carriers (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 Carrier may not use the Bolt App for any unlawful purpose, including for the purposes of money laundering. If the Carrier violates this clause, Bolt may permanently suspend the Carrier from using the Bolt App.

5. FINAL PROVISIONS

5.1. Bolt may amend these General Terms for Bolt Send for Carriers 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 Bolt Send for Carriers 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.