

BOLT PLUS Subscription Terms — Kenya

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You may download an offline version of these terms for your records and future reference here.

This document sets out how you purchase and use Bolt Plus benefits offered by Bolt Operations OÜ, a private limited liability 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 (hereinafter “Bolt”). The purchase and use of Bolt Plus benefits is subject to these terms and explicitly incorporated into the applicable Terms and Conditions for Passengers available at www.bolt.eu/legal and Terms and Conditions for Clients available at www.food.bolt.eu/legal (collectively referred to as “Terms”).

1. How does Bolt Plus work?

Bolt Plus is a monthly or yearly subscription service. Bolt Plus subscribers receive special access to promotional offers and discounted rates for selected goods and services offered via the Bolt Platform, as well as other ancillary benefits indicated in each Bolt Plus subscription offer available through the Bolt Platform. You can use Bolt Plus benefits only in Kenya, being the country where you purchased the membership. Bolt Plus is an automatically renewing service charged monthly or yearly depending on your subscription model, which you can choose when subscribing to Bolt Plus through the Bolt Platform. You can cancel your Bolt Plus benefits following the instructions in Section 3 below.

Bolt Plus is a paid subscription service provided by Bolt to its users (“Bolt Plus subscription”). It allows users to benefit from discounted mobility and/or delivery services, discounted goods as well as other ancillary benefits (collectively called “Benefits”). Benefits may be related to services provided by Bolt as well as by third party service providers, in which case your ability to use Benefits will always be subject to availability of third party services as well as confirmation of a service request you make through the Bolt Platform. Additionally, Benefits may be related to goods provided by operators of restaurants and stores, in which case your ability to use Benefits will always be subject to availability of goods provided by third parties as well as confirmation of any order you place through the Bolt Platform.

Bolt Plus Benefits as well as other terms and relevant details, such as conditions on where and when Benefits can be used, subscription fee, term and recurring billing interval will always be available for you under your Subscriptions section in the Bolt App. Please always review Benefits and any further conditions on your Bolt App before subscribing. Also, please note that Benefits are subject to change so please regularly check current details in the Bolt App.

2. Duration and Charges

You will be charged a Bolt Plus subscription fee when you make a purchase on the Bolt App (hereinafter “Subscription Fee”), except for the cases when you are offered a free trial. This will be an automatically recurring subscription, meaning that you will be charged the Subscription Fee again at the moment the subscription renews. If you have been offered a free trial, you will be charged a Subscription Fee first when your free trial expires.

When purchasing a Bolt Plus subscription you authorise Bolt and/or its affiliates to charge a Subscription Fee to your selected payment method at the start of your subscription period as well as for each subsequent billing cycle at the moment of auto-renewal, until you cancel your Bolt Plus subscription (see Sections 3 and 8 for details).

Recurring payments will be charged to the same payment method you have selected when subscribing for the Bolt Plus subscription for the first time, unless you have changed the payment method for your Bolt Plus subscription. Bolt Balance Terms and Conditions may apply to your Bolt Plus subscription. Bolt is not responsible for any card charges or for any overdraft fees you may incur. In addition, you authorise Bolt to charge back up payment methods associated with your Bolt account in case your primary payment method is declined or no longer available to Bolt for payment of your Subscription

Fee. Bolt may make several attempts to charge a Subscription Fee on your payment method. Please note that in case your payment methods available in the Bolt App are declined or payments fail in any other way, Bolt is authorised to cancel or pause your Bolt Plus subscription and your Benefits will expire at the end of the current billing cycle.

If you have chosen a yearly subscription, we will notify you about your upcoming auto-renewal at least 30 days in advance.

You can always find your Bolt Plus subscription details including information about auto-renewal and next billing cycle in your Bolt App by going to the Subscriptions section in the Bolt App. You will also be able to cancel your Bolt Plus subscription there.

In case offered Benefits significantly change and/or the Subscription Fee increases, we will notify you about this in advance of the next auto-renewal.

The Bolt Plus Subscription Fee is inclusive of VAT. You will always see the Subscription Fee breakdown in the relevant payment receipts from Bolt. A receipt will be sent to you each time your Bolt Plus subscription renews.

Bolt may offer some users promotions to the Bolt Plus subscription, including discounts on your Subscription Fee for a limited time. The promotions may be limited in Bolt's sole discretion, including based on eligibility or duration of a promotion.

3. Cancelling Bolt Plus Subscription

3.1. Right of Cancellation

You may cancel your Bolt Plus subscription in your Bolt App (*Profile -> Subscriptions -> Manage Subscription -> Cancel Subscription*) up to 24 hours prior to the end of the billing cycle (which you can always see in your Bolt App) to make sure that your Bolt Plus subscription does not auto-renew. If you want to cancel your Bolt Plus subscription later than 24 hours prior to the next billing cycle but before the beginning of your next billing cycle - please contact our customer support team (via the Support section of your Bolt App). In such a case, you do not have a right to end the contract, but Bolt will try to find an acceptable solution for you. You can also cancel via email or by contacting our customer support team. You do not have to give a reason. We will confirm your cancellation to you by email.

Please note that, when you cancel your ongoing Bolt Plus subscription, the termination becomes effective at the end of the billing cycle save for the exception of a free trial . Unless you are on a free trial, you will continue to have access to your Bolt Plus Benefits until the end of the current billing cycle and the auto-renewal will not occur until you re-subscribe again. If you are on a free trial, your Bolt Plus Benefits will expire immediately after you cancel the Bolt Plus subscription.

Please also note that the Subscription Fee is non-refundable, meaning cancellation of your ongoing Bolt Plus subscription will not result in any refunds from Bolt to you, except where you exercise a right of cancellation or refund given to you by law. Where a refund is due to you, we will refund it to the payment method you used to pay the Membership Fee. If that is not possible, we will agree to an alternative method with you. In order to request a refund, please contact our customer support (via the Support section of your Bolt App).

3.2. Your rights under Kenyan law

Nothing in these Terms limits, excludes or replaces any right of cancellation, termination, repayment or refund given to you by the Consumer Protection Act, 2012 or any other law of Kenya. Those rights apply in addition to Section 3.1 and apply despite anything in these Terms to the contrary. Where you exercise a right given to you by law, we will deal with your cancellation and any refund in accordance with that law.

4. Bolt Plus Subscription Limitations

Bolt Plus subscription Benefits are personal to you and applicable only to your Bolt account.

In case of spotted usage irregularities (such as suspected abuse of Benefits, suspected transfer of Benefits to other persons), breach of the Terms, suspected failure to comply with applicable laws, any other harm or detriment towards Bolt and/or third party service providers on the Bolt App, Bolt may suspend availability of your Bolt Plus Benefits without prior notice and limit your future access to a Bolt Plus subscription or any other similar service. Your billing cycle will be automatically extended by the duration of the suspension, so that you do not incur any costs for the duration of the suspension. You and Bolt shall make every effort to clarify the matter as quickly as possible in order to keep the suspension as short as possible.

To use the Bolt Plus subscription you must have Internet access and a Bolt account, and provide us with one or more valid payment methods.

Bolt Plus subscription Benefits are only applicable in Kenya. The Benefits may vary depending on the city you are using the Bolt Plus subscription in. In order to use the Bolt Plus subscription in multiple countries, please subscribe to Bolt Plus in each country where you want the Bolt Plus subscription to apply. In this case, you will be recurrently charged for several Bolt Plus subscriptions in accordance with the rules set out in Section 2 of these Terms.

Bolt reserves the right to withdraw the Bolt Plus subscription service in one or several markets (cities or countries) at its own discretion at any time. Once Bolt withdraws the Bolt Plus subscription from a particular market, your Bolt Plus subscription is automatically cancelled and you will no longer be able to benefit from the Benefits of your Bolt Plus subscription. We will inform you of the withdrawal from the market at least 30 days in advance and let you use Bolt Plus subscription until the end of the billing cycle. Should Bolt for some reason be unable to provide the Bolt Plus subscription until the end of the billing cycle, Bolt will issue you a refund to your original payment method for the remainder of the billing cycle.

5. Changes to Bolt Plus and these Terms

Bolt reserves the right to change Bolt Plus Benefits, Subscription Fee and other applicable conditions at its sole discretion. Significant changes to the Bolt Plus subscription Benefits and/or Bolt Plus Subscription Fee increase will only apply from the next billing cycle after auto-renewal.

Bolt will always notify you about any significant changes to the Bolt Plus Benefits, other conditions and/or these Terms via email in advance of the next billing cycle and auto-renewal. In case of an increase in the Bolt Plus Subscription Fee, Bolt will give you a 30 calendar-day advance notice via email. If you do not wish to accept changes in Benefits and/or price change, you can cancel your Bolt Plus subscription as per Section 3 above. Bolt reserves the right to terminate your subscription in the event that you do not agree to the changes to the subscription terms. Otherwise all changes will come into effect automatically starting on the next billing cycle and auto-renewal or, in case of the changes to Subscription Fee, starting on the next billing cycle after the 30 calendar-day advance notice period as described above.

6. Your Personal Data

Your personal data is processed by Bolt always in accordance with the Data Protection Act, 2019 and our Privacy Notice(s) (available at www.bolt.eu/privacy and www.food.bolt.eu/legal). Your usage of the Bolt Plus subscription will not result in collection of additional personal data, except where you would like to use Bolt Plus Benefits offered on your birthday, in which case your birth date is required.

7. Complaints and contact details

If you are a resident of the EU, you enjoy the protection afforded to you by mandatory provisions of the law of your country of residence. If you would like to complain to Bolt, please notify us within a reasonable timeframe of any issues. You may contact us by using the Support function in your Bolt App.

If we cannot resolve your complaint, you may also complain to the Competition Authority of Kenya, or take the matter to court. Nothing in these Terms prevents you from bringing a claim in the High Court of Kenya, or from taking part in a class or representative action.

Model cancellation form

Model cancellation form (complete and return this form only if you wish to withdraw from the contract) To Bolt Operations OÜ, Vana-Lõuna tn 15, Tallinn 10134, Republic of Estonia. Email: notices@bolt.eu

— I/we (*) hereby give notice that I/We (*) cancel from my/our (*) contract for the provision of the following service (*),

— Ordered on (*)/received on (*)

— Name of the consumer(s)

— Address of the consumer(s)

— Signature of the consumer(s) (only in case of notification on paper)

— Date