

You can download this terms and conditions for your future reference [here](#).

Effective Date: 22 August 2024

These Terms and Conditions (Agreement) are entered into between the user (User, You or Your) and Bolt Operations OÜ, a private limited company, registered office in Vana- Lõuna tn 15, Tallinn 10134, Republic of Estonia, with registration code 14532901 (Bolt).

If the User needs to enter in contact with Bolt, we can do that through the following contacts:

- E-mail address: boltdrive_pt@bolt.eu
- Online: You can contact our customer service's team through chat function on Bolt App.

1. Scope

1.1. The present Agreement defines the terms and conditions applicable to the use of the platform operated by Bolt, which consists in a mobile application (Bolt Application), to be provided by Bolt intermediation services of temporary vehicle rental between the User and a third party service provider of vehicle rental of passengers without a driver (Company).

1.2. The acceptance of an User's request to reserve and rent a motor vehicle for the Company creates a legally binding contract between the User and the Company for the purpose of temporary rental of motor vehicles under the terms and conditions defined by the Company (Services). You are informed regarding the acceptance of Your request by the Company on Bolt App.

1.3. The Services are provided independently by the Company to the User under the provisions of a contract entered into between the User and the Company through Bolt App and in accordance with the terms and conditions of the Company made available to the User.

1.4. The Company provides the Services on an independent basis as an economic and professional service provider. Bolt does not offer, or provide vehicle rental services to the User, it is not a party on the contract between the User and the Company and it is not responsible for the compliance of said contract or for providing the Services.

1.5. Disputes arising from consumer law, legal obligations or from the applicable law to the provision of the Services should be solved between the User and the Company. The data related to the Company and to its Services are available on Bolt App.

1.6. The terms of the present Agreement could be amended by Bolt, in which case the amended Agreement will be published on the website or on Bolt App. The User is informed of any amendments to the present Agreement upon Bolt's sending a prior notice within a reasonable deadline, in writing, via e-mail and/or through Bolt App.

2. Using the Bolt App

2.1. The User must have at least eighteen (18) years of age to obtain access to the Bolt App, including to accept this Agreement.

2.2. The Bolt App may be updated periodically to offer the best possible experience to the User. Bolt App is only accessible with an Internet connection. There are no specific technical requirements for the Internet connection, however, the quality of the experience might be affected by the Internet speed.

2.3. The User acknowledges that the functionality of Bolt App might be limited due to occasional technical errors and that Bolt can not guarantee the unlimited function and with no flaws of Bolt App at all times.

2.4. Rooting, jailbreaking or modifying Your mobile device in terms of hardware or the operating

system by any means that are contrary to the manufacturer instructions makes the device subject to mobile threats. The User acknowledges that Bolt is not responsible for any losses related with the use of the modified device and that Bolt does not have any obligation to support the use of that device.

2.5. Subject to Your compliance with the Agreement, we grant You a royalty-free, limited, non-exclusive, non-sublicensable, revocable and non-transferable licence to access and use the Bolt App on Your personal device solely for the purposes of this Agreement and in accordance with this Agreement, the Privacy Notice and the terms of the applicable app-store terms. In the event that Your right to use Bolt App is cancelled, the corresponding licence will also be cancelled.

2.6. We shall provide services which are designed, delivered and supported in accordance with industry standards and best practices, such as ISO 27001/27002, whenever feasible and does not conflict with other agreed requirements. If credit card data is processed, the Payment Card Industry Data Security Standard must also be complied.

3. Registering your Account

3.1. After downloading and installing Bolt App, You shall create an user account (Account) and acknowledge You have read and understood this Agreement and the Privacy Notice available on the Bolt App and on <https://bolt.eu/legal/>.

3.2. During the Account registration, Your mobile phone number will be associated with your Account and added to Bolt's database. The User must register by providing the requested information in the signup application and upload the necessary documentation. If You are no longer using Your mobile phone number, You must notify Bolt within 7 (seven) days so we can anonymise your Account data. If no change to the User's number is notified, Your mobile operator may issue the same mobile phone number to another person who may have access to Your data when using the Bolt App.

3.3. The User cannot register multiple Accounts on the Bolt App, nor can exchange or rent the Account to third parties. The User cannot create false or illicit Accounts, in particular through false or illicitly obtained information, or the disclosure of which constitutes an offence.

3.4. You cannot allow any third party to use your Account.

3.5. You cannot disclose the Account login data to any third party. You are responsible for ensuring the security of the Account and the confidentiality of Your login data.

3.6. When creating and using your Account, You:

(a) will use Your real name, exact personal information and payment card information to create the Account and will keep always this information up to date;

(b) may be requested to provide your contact details (telephone, e-mail address, residency address);

(c) may be requested to provide proof of identity in the form of a picture of Your driving licence, identification card or other legal identification document issued by the government in order to obtain or maintain the access to the Services;

(d) are liable for the access, control and security of Your Account, and responsible for all actions taken under your Account, unless You have reported misuse of Your Account pursuant to Section 3.7. of this Agreement; and

(e) understand that Bolt has the right to suspend, restrict or disable your Account to the necessary extent to (i) ensure lawful use of the Bolt App, including, without limitation, for fraud prevention, risk assessment, research and customer support purposes; (ii) ensure Your compliance with this Agreement and the rules displayed on the Bolt App; (iii) comply with the applicable law or with a court's order, or other administrative entity or governmental agency; or

(iv) as otherwise set forth in this Agreement.

3.7. You shall immediately notify Bolt through one of the aforementioned contact channels to allow Bolt to block access to the Account to prevent misuse in the event:

- (a) of any unauthorised access to your Account or a misuse of your Account;
- (b) of loss of the mobile device on which Bolt App is installed;
- (c) login data are lost or become available to a third party;
- (d) your Account is compromised or available for use by a third party, or
- (e) of any other situation that may cause the loss of control of Your Account.

4. Validating Driving Licence

4.1. The User acknowledges and accepts that in order to use the Services must hold a valid driving licence in Portugal and that, under the terms of the applicable legislation, for the purposes of entering into a contract for the provision of the Services with the Company, the User's identification and contact details must be included in the terms of that contract. For that purpose, You agree to insert, maintain and validate in the Bolt App update information about Your identity and driving licence for the specific category of motor vehicle recognised in Portugal through the online validation process, in accordance with the instructions provided in the Bolt App.

4.2. Bolt will proceed with the verification of the validity of the Your driving licence and its correspondence with Your identity, on behalf of the Company. Bolt can, on behalf of the Company, request You to confirm the validity of Your driving licence at any time. After successfully validating this data, Bolt will activate Your access to the Services on the Bolt App. Not all driving licences can be supported and supported driving licences are displayed on the Bolt App.

4.3. The User has the right to use the Services if:

- (a) has reached the minimum age specified in the Bolt App and in the Company's terms and conditions;
- (b) has a valid driving licence for the specific category of motor vehicles to which the Services correspond for, at least, the period of time specified in the Bolt App and in the Company's terms and conditions; for certain models of motor vehicles, a different minimum period of time may apply;
- (c) has successfully validated the driving licence in the Bolt App through the online validation process.

4.4. If Your legal right to drive is withdrawn, suspended, revoked or your driving licence is lost, You acknowledge and accept that you are legally prohibited to drive a motor vehicle. You must immediately stop using the Services and notify Bolt accordingly. Failure to do so will result in your Account being permanently banned.

5. Payments and invoicing

5.1. The Company authorises by the present terms and conditions Bolt, as its commercial agent, to negotiate contracts between the User and the Company regarding the Services on behalf of the Company, including, but not limited to, charging and receiving the fees for the Services and any additional charges related to the Services of the User on behalf of the Company, through the payment service in the Bolt App (In-App Payment), and forwarding the amounts to the Company. The User's payment obligation arising from the contracts relating to the aforementioned amounts is deemed fulfilled when the respective payment is credited to Bolt's payment account. The User acknowledges that such authorisation has been granted to Bolt.

5.2. The fees of the Services provided by the Company to the User and any additional charges related with the Services are based on the Company's terms and conditions.

5.3. You must register Your valid credit or debit card or other payment method supported by the Bolt App in Your Account for the purposes of Payment in the App (Selected Payment Method).

5.4. You authorise Bolt to debit the Selected Payment Method associated with Your Account within the scope of the Services, in accordance with the contract concluded between the User and the Company and with the Company's terms and conditions. You must ensure that Your Selected Payment Method has sufficient funds. Bolt may request additional data from You to verify the Selected Payment Method.

5.5. In the event of non-compliance by the User of the payment due for the Services, Service fees or any other additional charges related with the Services, Bolt may call upon the User to fulfill such payment on behalf of the Company, in accordance with the Company's terms and conditions.

5.6. In addition to the fees related to the Services, You hereby consent Bolt to debit additional charges resulting from the Services and from Your use of the Bolt App, in accordance with the Company's terms and conditions and with this Agreement, from the Payment Method chosen by You and/or from the pre-authorised amounts and security deposit, without Your intervention. The additional charges will be deducted after Your express consent given through the Bolt App or automatically 7 days after Your notification of the User if has not objected to said debit, whichever occurs first. In certain cases, Bolt may notify You and request to transfer the amounts to a designated bank account. If You do not agree with the payment of the additional charges or intend to make a complaint in this regard, You can always contact Bolt via the contact channels indicated in this Agreement or the customer support team via the chat function in the Bolt app.

5.7. If payment via the Payment Method Selected by You fails or cannot be used for any reason, other payment methods and collection procedures may be used. You acknowledge that it is Your obligation to compensate Bolt for any collection costs, including, but not limited to, legal fees, incurred by Bolt, in the event that You fail to pay the outstanding amounts on time.

5.8. You agree to immediately add a new Selected Payment Method in the event of any changes to the Selected Payment Method registered in the Bolt App that may jeopardise Bolt's ability to collect from you the amounts due under the terms of this Agreement.

5.9. Bolt may automatically pre-authorise an amount of the Selected Payment Method to confirm the availability of funds that cannot exceed the price of the Services. If Bolt is unable to pre-authorise an amount of the Selected Payment Method or charge the Services fees and additional charges through Your Selected Payment Method, Bolt can suspend, restrict or terminate Your Account. The pre-authorised amount may vary depending on the location, type of vehicle, etc. Bolt may pre-authorise an amount to be agreed with You as a security deposit prior to the provision of the Services. If this is required by the Company, You will be informed of the requirement and the amount of the security deposit that is required, and must give Your agreement before pre-authorising the security deposit.

5.10. The User may incur the payment of fees or other additional amounts related with the payments processing via the In-App Payment, charged by third parties (for example, mobile operators or banking entities). Bolt is not responsible for eventual payment costs charged by third parties arising from payments in the Bolt App that are charged to the User. The Selected Payment Method may also be subject to additional terms and conditions imposed by the applicable external payment service provider. You acknowledge that You are aware of the terms and conditions applicable to any payments processed via the Bolt App before using your Selected Payment Method.

5.11. Bolt will provide support in problem-solving related with the payment operation in the Bolt

App, including the resolution of disputes related with the payment in the Bolt App. For payment support, please contact: boltdrive_pt@bolt.eu. Bolt will solve any complaints and requests related to the payment in the Bolt App as quickly as possible.

5.12. Bolt will issue and send a receipt or an invoice to the User on behalf of the Company for the fees related with the Services, including additional charges. Receipts or invoices will be issued in accordance with the applicable law. Receipts and invoices are available in the User Account.

5.13. By using Bolt Balance as the Selected Payment Method, the User acknowledges and accepts Bolt Balance terms and conditions available in the Bolt app and at <https://bolt.eu/legal/>, which govern the payment in the Bolt Balance app.

5.14. When making a payment using Bolt Business, which is a service that enables a business customer to manage and pay for the use of Bolt services (Bolt Business), the fees for the Services shall be paid by the third person who activated Bolt Business for You. You and such third party remain jointly and severally liable for all additional charges resulting from the Services in accordance with this Agreement and with the Company's terms and conditions. In these terms, Bolt may charge the User or such third party the fees and charges due, or partially to both. Such third party will have the same rights that the User has under the Agreement with respect to the collection of the payments due for the Services. In particular, the invoice or receipt will be issued to the third party together with any refund (as applicable), the third party may present complaints and request information regarding the fees, charges and services used within the scope of Bolt Business.

6. User's liability

6.1. In the event of any breach of the present Agreement, including non-payment, or if deemed necessary to protect the integrity of Bolt, Bolt is entitled to temporarily or permanently block access to the Bolt App and the Account with immediate effect, which will prevent the User from having access to the Services. The User will be informed by e-mail or through the Bolt App.

6.2. In the event of a breach of the present Agreement listed in Annex A, Bolt shall also be entitled to charge through the Selected Payment Method by the User the corresponding additional charges indicated in Annex A, without prejudice to its right to receive any compensation due. In this case, the additional charges, if charged, will be deducted from the amounts paid by way of compensation.

6.3. You agree to indemnify, to the extent of Your liability, Bolt, its affiliated companies, representatives, employees and directors 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 in relation to services ordered and provided through Your use of the Bolt App.

7. Bolt's obligations and responsibilities

7.1. The Company is responsible for providing the Services.

7.2. Considering that the Bolt App is an information society service (a means of communication) between Users and the Company, Bolt cannot guarantee or take any responsibility for the quality or absence of defects in the provision of the Services. Considering that the use of the Bolt App to request Services depends on the Company, Bolt does not guarantee that the User will always have motorised vehicles available for the provision of the Services, nor can it guarantee the quality of the provision of the Services.

7.3. Bolt does not assume responsibility for the accuracy, integrity and timeliness of the information provided by the Company, including, but not limited, to the price of the Services and the specifications of the motor vehicle, unless Bolt is in default with its obligations under the

terms of the Agreement.

7.4. Bolt does not guarantee that the requests for Services performed by the User will be successful, nor that they will result in the Services being contracted with the Company.

7.5. In no event shall Bolt's aggregate liability for any and all claims arising under the present Agreement, including those based in unlawful acts or other grounds, will exceed 500.00 euros, without prejudice to any other rights arising under the law.

7.6. To the extent that such limitation of liability is allowed by the applicable law, Bolt is not liable for:

(a) damages suffered by the User as a result of delays, availability or quality problems related with the Services;

(b) damages that the Company causes to the User;

(c) damages caused by the User to third parties while using the Services;

(d) any indirect or consequential damages or losses, including loss of profit.

8. Termination

8.1. The present Agreement shall be concluded for an indefinite period. The User and Bolt have the right to terminate this agreement for convenience, upon prior two (2) weeks' notice in writing, without prejudice to the occurrence of a serious and extraordinary circumstance that justifies a shorter prior notice.

8.2. You have the legal right to terminate the Agreement within fourteen (14) days, without having to give any motive. In that case, You can (i) use the model denunciation form in Annex B or (ii) make any other unequivocal statement setting out Your decision to terminate the Agreement by contacting us.

9. Complaints and dispute resolution

9.1. The User may lodge complaints through the appropriate means provided in the Bolt App. In the event of a dispute, the User may contact Bolt at boltdrive_pt@bolt.eu and attempt to solve the dispute informally with Bolt, as well as using Bolt's free internal complaints system.

9.2. If the dispute is between the User and a Company that provides services in the Bolt App, the User can use Bolt's free internal complaints system. The User may also use the Online Dispute Resolution tool available at <http://ec.europa.eu/odr>, as well as having the right to resort to Consumer Dispute Arbitration Centres, better identified at www.consumidor.gov.pt/.

9.3. This Agreement and the use of the Bolt App by You will be governed by and interpreted in accordance with the laws of Portugal. The legal provisions regarding the limitation of choice of law and on the applicability of mandatory provisions, in particular of the state in which the You have Your usual residence as a consumer, will not be affected (Article 6 (1) of the Rome I Regulation).

9.4. Any disputes arising from the present Agreement that cannot be solved through negotiations will be solved by the courts of Lisbon. If You are a consumer and are resident in the European Union (EU), You may file a complaint to enforce Your consumer protection rights related with the present Agreement in the EU country where You live. You can also have the right to submit a request to Your local consumer protection authority or via European Commission's online dispute resolution platform at: <http://ec.europa.eu/odr>.

9.5. Bolt also provides the Electronic Complaints Book available on its App.

Annex A - List of penalties and additional fees

	Violation	Penalty/ Charge*
1	Allowing a third party to use your Account or drive the Motor Vehicle.	250 EUROS
2	Registering multiple Accounts, creating a false or illicit Account, creating an Account by using illicit or false information, including the use of a third party's personal details, contact information or driving licence information.	1,000 EUROS

* The additional charges above mentioned do not include the value added tax (VAT). If VAT applies, the cost of VAT will be added to the amount of the additional charges and charged to the User.

Annex B - Model Withdrawal form

(fill and return this form only if you wish to withdraw from the contract)

To **Bolt Operations OÜ**, a commercial company with registered office at Vana- Lõuna tn 15, Tallinn 10134, Estonia and the following e-mail address: boltdrive_pt@bolt.eu.

I hereby inform you that I am withdraw from my contract for the following service in Portugal:

Ordered on: [to be filled in by the User].

Name of the User: [to be filled in by the User]

Address of the User: [to be filled in by the User]

Signature of the User (only if this form is notified on paper),

Date: [to be filled in by the User].