

Platform Terms for Ride-Hailing Services: Customers (Kenya)

Last updated on: 31.12.2025

These Platform Terms apply to individuals ('Customers') that register with the Bolt Platform to access and review opportunities in Kenya to request Ride-Hailing Services.

Words and phrases capitalised in these Platform Terms have the meanings given in the glossary at section {15} below.

You can download an offline version of these Platform Terms for your records and future reference here.

1. About Bolt and our relationship with you

Overview

1.1. Bolt operates an online platform in Kenya (the 'Bolt Platform') that intermediates and matches independent transportation service providers ('Service Providers') with potential clients ('Customers').

1.2. As a Customer, you may access the Bolt Platform in accordance with these Platform Terms to review, and, if you choose, request and purchase Ride-Hailing Services from Service Providers. Additional fees, such as cancellation or cleaning fees, may also apply, as set out in section {5}.

1.3. Any agreement for the provision of Ride-Hailing Services will be made between you and the relevant Service Provider. When we collect payments from you on behalf of Service Providers, we will do so as their appointed agent.

1.4. In addition, Bolt may charge you Platform Fees for the services we provide you as is set out in section {6}.

1.5. We will process your personal data in accordance with the privacy notice(s) for Kenya made available at <https://bolt.eu/privacy>.

1.6. You must be at least eighteen (18) years old to register as a Customer and use the Customer App.

Bolt's role as the agent of Service Providers

1.7. By accessing the Bolt Platform, Service Providers appoint us as their agent to negotiate contracts for Ride-Hailing Services made between Service Providers and Customers. This authorisation allows us to carry out functions such as:

1.7.1. matching you with Drivers, as described in section {5};

1.7.2. calculating and communicating all Fares, including estimated Fares and applicable Toll Payments, payable for Ride-Hailing Services;

1.7.3. arranging collection of Fares, Cancellation / Compensation Fees, and Cleaning Fees payable by you to Service Providers, and forwarding such payments to Service Providers; and

1.7.4. issuing receipts and/or invoices on a Service Provider's behalf.

1.8. Please note that Service Providers:

1.8.1. must pay a commission to Bolt on amounts payable by Customers in connection with Ride-Hailing Services;

1.8.2. are not required to access the Bolt Platform to provide Ride-Hailing Services; and

1.8.3. are not prevented from providing ride-hailing services independently of the Bolt Platform.

2. About these Platform Terms and the Bolt Platform

2.1. These Platform Terms:

- 2.1.1. take effect and apply to you from 31.12.2025 or from the date you first registered as a Customer — whichever is later;
- 2.1.2. remain in effect until terminated by you or Bolt in accordance with section {11}; and
- 2.1.3. supersede all previous versions of the Platform Terms, however described.
- 2.2. Bolt may make changes to these Platform Terms and/or the Bolt Platform by providing you with reasonable notice before those changes take effect. If you do not agree with such changes, you can terminate your relationship with Bolt in accordance with section {11}.
- 2.3. Bolt may also make changes to these Platform Terms or your use of the Bolt Platform immediately and without prior notice when:
 - 2.3.1. you consent to the changes;
 - 2.3.2. we make changes, updates or revisions to the Bolt Platform that are merely aesthetic, improve functionality, or that similarly do not significantly impact your use of the Bolt Platform;
 - 2.3.3. we make changes, other than those set out in section {2.3.2}, to introduce features on a temporary basis that are in a state of testing, trial, early access, preview or development;
 - 2.3.4. the changes are urgently required to comply with applicable laws or regulations; or
 - 2.3.5. we take urgent precautions in response to imminent dangers to Users, cybersecurity risks (including malware, spam or data breaches), or suspected unlawful or illegal activity.
- 2.4. When Bolt makes changes in accordance with sections {2.3.3} to {2.3.5} (inclusive), we will inform you of the relevant changes as soon as is reasonably practicable.
- 2.5. The content and functionality of the Bolt Platform is always provided on an “as is” and “as available” basis. By accessing and allowing access to the Bolt Platform, you acknowledge that:
 - 2.5.1. Bolt makes no guarantee, whether express or implied, in respect of the availability of the Bolt Platform, its content or its function; and
 - 2.5.2. Bolt may from time to time make features available on a temporary basis that are in a state of testing, trial, early access, preview or development.

3. Your rights of access to the Bolt Platform

- 3.1. Subject to these Platform Terms, we grant you a non-exclusive, revocable, and royalty-free right to use the Bolt Platform as made available to you, solely for the purposes of:
 - 3.1.1. accessing and reviewing opportunities to request Ride-Hailing Services; and
 - 3.1.2. requesting Ride-Hailing Services at your discretion.
- 3.2. Your right to access the Bolt Platform to review and request Ride-Hailing Services is granted only:
 - 3.2.1. for such periods that you are able to verify your identity and/or log-in credentials, to prevent unauthorised access;
 - 3.2.2. in respect of access to any Category, only for so long as you meet the applicable Category requirements, if any;
 - 3.2.3. for such periods that use of the Bolt Platform would not cause significant harm to its integrity or reputation.
- 3.3. For the sole purpose of preventing unauthorised access, Bolt may from time to time require Users to verify their identity and/or log-in credentials.

4. Information submitted to the Bolt Platform

- 4.1. You must ensure that all information you provide, or arrange to be provided, to Bolt in connection with your use of the Bolt Platform is accurate and up to date. This includes, where applicable, your name, contact details, photographic identification, address, company information, Payment Method and tax registration status. You are also responsible for updating or removing any such information that is no longer accurate or relevant.

4.2. You are solely responsible for ensuring that all information and content submitted or uploaded to the Bolt Platform by you is lawful. Bolt reserves the right to remove any illegal content from the Bolt Platform at any time. If this happens, you will have the right to object in accordance with section {14.8}.

4.3. Please note that Bolt may, after prior warning, suspend processing such objections if manifestly unfounded claims are submitted frequently, taking into account their volume, proportion, severity, and any bad-faith intent.

5. Ride-Hailing Services

Overview

5.1. Subject to these Platform Terms, you may access the Bolt Platform to make requests for Ride-Hailing Services to be provided by Service Providers and may subsequently enter into agreements with Service Providers for the provision of those services.

5.2. You may request Ride-Hailing Services to be provided immediately or, where available, at a specified time.

5.3. Customers must confirm in advance via the Bolt Platform whether they will pay for the Ride-Hailing Services:

5.3.1. via the Bolt Platform (in which case Bolt will arrange to collect amounts payable to Service Providers in connection with Ride-Hailing Services as agent, in accordance with section, in accordance with section {7})

5.3.2. in cash (by paying the relevant Driver, who collects the payment on behalf of the Service Provider).}

5.4. Please note that Service Providers and Drivers are third parties that are not under Bolt's direct control. They may cancel, decline or refuse to enter into agreements for the Ride-Hailing Services when it is lawful to do so.

Requests for Ride-Hailing Services

5.5. In response to requests for Ride-Hailing Services made by Customers, Bolt will, acting as the appointed agent of Service Providers:

5.5.1. determine an estimated Fare for the Ride-Hailing Services to be agreed between Customers and Service Providers, taking into account:

5.5.1.1. the route and time of the requested Ride-Hailing Services;

5.5.1.2. (where applicable) the Category requested by the Customer;

5.5.1.3. (where applicable) whether the Customer has requested immediate pick-up or a scheduled pick-up time; and

5.5.1.4. other marketplace factors such as the availability of and demand for Drivers.

5.5.2. subject to sections {5.6}, {5.7} and {5.8}, invite Drivers within reasonable proximity of the pick-up location to indicate their willingness to fulfil the Ride-Hailing Services, taking into account (for the purposes of determining the order and/or timing of such invitations):

5.5.2.1. the factors set out in section {5.5.1};

5.5.2.2. (where available) any Customer request for a specific vehicle; and

5.5.2.3. other factors aimed at expediting the potential arrangement of Ride-Hailing Services, including the estimated arrival time of Drivers at the pick-up location and whether Drivers are currently fulfilling other Ride-Hailing Services.

5.6. In certain high-demand locations with a large number of online Users, such as airports, Bolt may implement a "first in, first out" queuing system for inviting Drivers to indicate their willingness to fulfil Ride-Hailing Services.

5.7. To expedite the arrangement of Ride-Hailing Services and minimise unsuitable matches, Bolt may take into account circumstances where significant negative interactions, feedback or

complaints have previously occurred between a specific Customer and a specific Driver.

5.8. Where available, Drivers may refine the invitations they receive by setting filters and parameters such as preferred pricing components or distance radiuses for pick-up locations.

5.9. If applicable, you must pay the Service Provider a Cancellation / Compensation Fee in the event of a cancellation, in accordance with sections {5.15} and {5.16}.

5.10. You agree that any agreement for the provision of Ride-Hailing Services made between you and Service Providers will be made at the pick-up of the relevant Passengers or goods (i.e. upon commencement of the applicable Journey Period).

5.11. If the Ride-Hailing Services commence, you will agree to pay the Service Provider:

5.11.1. the Fare, as displayed in the Customer App prior to commencement of the Ride-Hailing Services; and

5.11.2. (if applicable) a Cleaning Fee, in accordance with section {5.16}.

5.12. Please note that Service Providers and Drivers acting on their behalf may cancel, decline or refuse to enter into agreements for Ride-Hailing Services at any time, save when obliged to provide services by law or rules issued by regulatory authorities.

5.13. When Ride-Hailing Services have concluded (or otherwise ended), the applicable Fare will be calculated on the basis shown in the Customer App prior to commencement of the Ride-Hailing Services.

5.14. Bolt does not prohibit or interfere with any additional lawful terms of service agreed between Customers and Service Providers in connection with Ride-Hailing Services, except where doing so would be in conflict with the provisions of these Platform Terms or the platform terms that apply to Service Providers. If any additional terms of service are agreed by you and a Service Provider, we recommend that you record details of your agreement for future reference. Bolt will not intervene if there is any dispute relating to such agreements.}

{Cancellation / Compensation} Fees

5.15. The {Cancellation / Compensation} Fee payable by you to a Service Provider, if you cancel your request (or otherwise fail to enter into an arrangement) for Ride-Hailing Services after expiry of the Cooling-Off Period, shall be displayed in the Customer App and may vary on a per-Category and/or per-service basis.

5.16. Bolt's obligation to collect a {Cancellation / Compensation} Fee arises only where the Service Provider genuinely intended to provide the applicable Ride-Hailing Services. If you believe you have been charged a {Cancellation / Compensation} Fee in error, please contact our support team.

Cleaning Fees

5.17. You agree that a Service Provider may charge you a Cleaning Fee where a vehicle is left soiled, stained or dirty as a result of Ride-Hailing Services you have requested. Any Cleaning Fee is immediately due from you once incurred. For this purpose, Service Providers appoint Bolt to collect up to Kenya Shillings One Thousand (KES 1000) on their behalf, and you agree that we may collect a Payment of up to this amount where applicable in accordance with section {7}. For clarity, this does not prevent a Service Provider or their insurer from seeking additional sums directly from you, for example in the case of extensive damage, where lawful to do so.

Making payments to Service Providers

5.18. When you make payments to Service Providers via the Bolt Platform, Bolt will collect amounts payable by you to Service Providers in connection with Ride-Hailing Services in accordance with section {7}. When you agree to pay for Ride-Hailing Services in cash, you are solely responsible for ensuring that you provide the relevant sums in cash to the Driver(s).

5.19. By requesting Ride-Hailing Services, you agree with Bolt that you will comply with your obligations to make payments to Service Providers as applicable. If you fail to make payments

owed to Service Providers, you may lose access to the Bolt Platform or be prohibited from using specific payment methods (e.g. paying for Ride-Hailing Services in cash).

Access to Categories

5.20. Bolt may make different Categories available in a market to match: (i) Service Providers able to fulfil services in accordance with a given Category, and (ii) Customers who prefer services provided in accordance with that Category. For example, if an 'electric vehicle' Category is available, Bolt will aim to connect Customers selecting that Category exclusively with Service Providers operating electric vehicles. Categories may also reflect specific service types, such as Delivery Services (see sections {5.25} to {5.29}).

5.21. Please note that Categories available to any Driver will depend on factors relevant to each Category and the marketplace (for example, a Driver must use an electric vehicle to access the 'electric vehicle' Category).

5.22. For more information on the Categories available in a particular marketplace, please contact our support team.

Promotions

5.23. Bolt may, at its discretion, make promotions available to Customers under which Bolt will provide a benefit for their use of the Bolt Platform.

5.24. When a promotion is offered by Bolt to Customers:

5.24.1. Receipt of the benefit is subject to completion of the applicable requirements of that promotion.

5.24.2. The promotion is subject to compliance with these Platform Terms. Bolt reserves the right to deny the benefit of any promotion where there has been a breach of these Platform Terms, including where you or any Passenger has participated in Prohibited Manipulative Conduct.

5.24.3. Access to the Bolt Platform will not be conditional on participation in or completion of any promotion.

Delivery Services

5.25. When Bolt makes a Category for Delivery Services available to Users, a Customer may request the transportation of goods from a pick-up location to a destination without the transportation of a Passenger.

5.26. You may not request or use Delivery Services for the purposes of transporting any of the following goods:

5.26.1. items weighing more than fifteen (15) kilograms (kg);

5.26.2. cash (including any foreign currency), credit cards, securities, or gift vouchers;

5.26.3. weapons or other items designed for use in attack or defence;

5.26.4. flammable, combustible, radioactive, poisonous, or similarly hazardous materials;

5.26.5. food and drink (including alcohol);

5.26.6. 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;

5.26.7. drugs, medicines, or medical equipment;

5.26.8. goods with a value exceeding Kenya Shillings Fifteen Thousand (KES 15,000);

5.26.9. items that cannot lawfully be transported without additional licences or approvals;

5.26.10. oversize or fragile items not suitable for transport in a car; and

5.26.11. illegal or unlawful goods.

5.27. Service Providers and Drivers are encouraged to decline and cancel any Delivery Services involving any goods referred to in section {5.26}. If you attempt to transport any such goods, you may lose access to the Bolt Platform.

- 5.28. When requesting and purchasing Delivery Services you agree that you are solely responsible for ensuring that the goods to be transported are:
- 5.28.1. securely packaged to avoid damage during transport;
 - 5.28.2. made available for a safe and prompt collection by the relevant Driver upon their arrival;
 - 5.28.3. directly passed into the possession of the relevant Driver only; and
 - 5.28.4. able to be safely collected, or stored, after their delivery by the relevant Driver at the drop-off location.
- 5.29. For more information on Delivery Services, please contact our support team.

6. Platform Fees

- 6.1. In addition to amounts charged by Service Providers for Ride-Hailing Services, you may be charged Platform Fees by Bolt. These fees contribute to the operation, maintenance and improvement of the platform. This fee may include government or regulatory levies and fees, taxes, or other similar charges. The amount of the Platform Fees may change from time to time.
- 6.2. If a Platform Fee applies and is payable by you, it will:
- 6.2.1. be reflected in the estimated total cost shown before you request Ride-Hailing Services; and
 - 6.2.2. become payable to Bolt once the applicable Ride-Hailing Services commence.
- 6.3. For the avoidance of doubt, Platform Fees are not charged for Ride-Hailing Services or for any right to use intellectual property.

7. Payments

- 7.1. In order to request services via the Bolt Platform, Bolt may require you to register at least one valid Payment Method with Bolt. You authorise us to store any Payment Method details you provide for your use of the Bolt Platform.
- 7.2. Bolt may carry out one or more verification steps to validate your Payment Method(s). This may include authorising your Payment Method(s) for one or two transactions for a nominal amount, which we ask you to confirm. Any amounts held for such purposes will be released.
- 7.3. In respect of Payments to be made via the Bolt Platform, you authorise Bolt to immediately:
- 7.3.1. collect all Payments from your selected Payment Method as soon as they are payable; and
 - 7.3.2. arrange pre-authorisations for anticipated Payments prior to the completion of any services, where applicable, from your selected Payment Method.
- 7.4. If Bolt is unsuccessful in collecting any Payment from your selected Payment Method:
- 7.4.1. you authorise us to recover the outstanding Payment when you subsequently request services via the Bolt Platform; and
 - 7.4.2. we may temporarily disable all or part of your access to the Bolt Platform until the Payment has been made in full.
- 7.5. Bolt may take reasonable steps to rectify any payment or charging error including by crediting or debiting an applicable Payment Method. If you receive any amounts from us in error, you agree to promptly notify us of the circumstances and to immediately return such amounts to us at our request via the payment details we provide you with.
- 7.6. When you agree to pay for Ride-Hailing Services in cash, you are solely responsible for ensuring that you provide the relevant sums including any Platform Fees in cash to the Driver(s).
- 7.7. Where applicable, Bolt shall issue receipts and/or invoices on behalf of Service Providers in an electronic format.
- 7.8. Bolt may cancel, suspend, limit, or refuse payments made by you if Bolt has reasonable

grounds to suspect that such payments or collections would be in error or unlawful, relate to Prohibited Manipulative Conduct, or relate to any other use of the Bolt Platform that is unlawful, illegal, or prohibited by international sanctions.

7.9. Where possible, Bolt will try to contact you in advance to inform you of the occurrence of any issues referred to in section {7.9} and, where applicable, attempt to resolve them, unless prohibited from doing so by regulatory or legal requirements, or unless Bolt has been advised by a competent authority, payment service provider, or legal adviser not to do so.

7.10. You are responsible for correctly selecting your preferred Payment Method when making Payments via the Bolt Platform. Bolt will not accommodate requests to change a Payment Method after a request has been made, as it is not appointed by Service Providers to do so.

7.11. Please note that if we collect Payments from you on behalf of Service Providers, your obligations to the relevant Service Provider(s) are discharged to the extent of those Payments once they are credited to our accounts.

8. General prohibitions

8.1. You must not use, or permit the use of, the Bolt Platform to engage in, or for any purpose connected with:

8.1.1. any unlawful or illegal activity — including the sharing of content, data, or items prohibited under applicable law, or the unlawful processing of personal data; or

8.1.2. any Prohibited Manipulative Conduct.

8.2. During Service Request Periods, you must not — and must ensure that any Passengers associated with you do not — create unnecessary safety risks for other Users, including by:

8.2.1. create unnecessary safety risks for other Users, including by:

8.2.1.1. distracting any Driver without justification;

8.2.1.2. encouraging any person to violate traffic laws or applicable road safety standards issued by regulatory authorities;

8.2.1.3. exposing others to weapons or other dangerous items; or

8.2.1.4. behaving in any other manner that shows reckless disregard for the safety of others.

8.2.2. engage in or encourage:

8.2.2.1. any violent, aggressive or threatening behaviour;

8.2.2.2. any Discriminatory Behaviour;

8.2.3. cause significant and unnecessary safety concerns or discomfort for other Users, including:

8.2.3.1. unwanted contact or sexual advances that makes others feel unsafe or uncomfortable; or

8.2.3.2. exposing others to unpleasant and objectionable conditions, such as offensive odours.

8.3. The proper functioning of the Bolt Platform depends on all Users acting in 'good faith' and with reasonable consideration for others. Accordingly, you must not use the Bolt Platform, or allow the use of it, in any way that significantly or persistently disrupts, interferes with, or delays the arrangement of Ride-Hailing Services by other Users, or the matching of willing Customers and Service Providers by Bolt (as described in section {5}), including by:

8.3.1. excessively cancelling Ride-Hailing Services after requesting them;

8.3.2. excessively remaining 'online' in the Customer App during periods of inactivity;

8.3.3. persistently delaying the cancellation of Ride-Hailing Services after deciding they are not needed;

8.3.4. asking Drivers to cancel Ride-Hailing Services, instead of cancelling them properly through the Customer App, after deciding not to fulfil them; or

8.3.5. otherwise engaging with the Customer App in a manner that is inconsistent with a

genuine, good faith intention to review, and where applicable request, Ride-Hailing Services.

8.4. You must not provide, or allow the provision of, any information via the Bolt Platform that is misleading, false, unlawful or illegal.

8.5. You must not allow any person to access the Bolt Platform using login details that do not match the information provided to Bolt in connection with section {4.1} ('personal information'), including via your telephone number(s) or social media account(s).

8.6. You must not participate in, or allow, any attempt to:

8.6.1. falsify, manipulate, scrape, index or mine any data made available through the Bolt Platform;

8.6.2. tamper with, mislead, or breach the security systems of the Bolt Platform;

8.6.3. modify, jailbreak, decompile, reverse engineer or otherwise attempt to obtain the source code of any part of the Bolt Platform;

8.6.4. access the Bolt Platform through any means other than those expressly provided and permitted via Bolt's official applications, websites or other software; or

8.6.5. engage in any other use of the Bolt Platform that is likely to have a significant negative impact to its integrity or reputation.

8.7. You are solely responsible for ensuring that any Passengers to be transported pursuant to your request(s) for Ride-Hailing Services do not put you in breach of these Platform Terms.

8.8. For the avoidance of doubt, the prohibition of Discriminatory Behaviour set out in section {8.2.2} does not restrict your right to cancel requests or disengage from interactions for legitimate and lawful reasons.

8.9. Bolt has a zero-tolerance policy towards aggressive, intimidating or manipulative behaviour. You must not threaten, intimidate, dishonestly manipulate or otherwise abuse any employees, partners or agents of Bolt.

9. Investigations into unusual behaviour

9.1. If Bolt becomes aware of information indicating a potential breach of these Platform Terms, you must arrange for all necessary cooperation with Bolt's reasonable investigations without undue delay.

9.2. You acknowledge that Bolt may request feedback from Users to assist in detecting non-compliance with these Platform Terms.

9.3. Bolt reserves the right to report any unlawful, unusual or suspicious activities to relevant law enforcement agencies or regulatory authorities without providing notice to you or any other party.

9.4. Bolt may be required to disclose confidential information in accordance with applicable laws, court orders or regulatory investigations.

10. How access to the Bolt Platform may be temporarily suspended

10.1. Bolt is entitled, with immediate effect, to temporarily suspend or restrict access, in whole or in part, to any aspect of the Bolt Platform associated with your account:

10.1.1. if there has been a breach of your obligations under these Platform Terms;

10.1.2. where Bolt is conducting an investigation relating to:

10.1.2.1. Bolt's legal or regulatory obligations; or

10.1.2.2. a suspected breach of these Platform Terms,

in which case the relevant access will be suspended for the duration of the investigation only;

10.1.3. if you fail to verify your identity and/or log-in credentials;

10.1.4. if Bolt needs to make changes to comply with laws or regulations;

10.1.5. to deal with urgent technical problems, changes, or upgrades; or

10.1.6. if Bolt needs to take urgent precautions to protect against:

10.1.6.1. imminent danger(s) to Users;

10.1.6.2. cybersecurity risks (including malware, spam, or data breaches);

10.1.6.3. suspected unlawful or illegal activity; or

10.1.6.4. other significant harm to the integrity or reputation of the Bolt Platform.

10.2. Bolt will try to contact you in advance of any such suspension, unless there is an urgent issue, an emergency, or another appropriate reason, including:

10.2.1. health and safety concerns;

10.2.2. material or repeated breaches of these Platform Terms; or

10.2.3. where we are unable, or are advised not to do so, for regulatory or legal reasons.

10.3. While your access is restricted or suspended, you will (where available) be able to access historical details relating to the Ride-Hailing Services you have been provided with via the Bolt Platform.

11. How our relationship may end

11.1. You may terminate your relationship with Bolt under these Platform Terms immediately and at any time by giving Bolt notice in writing to that effect.

11.2. Bolt may terminate its relationship with you, either entirely or in relation to a specific feature or type of access, as follows:

11.2.1. by giving you reasonable notice in writing to that effect; or

11.2.2. immediately, by issuing written notice to you to that effect, if:

11.2.2.1. a new law, regulation, or obligation comes into force (or similar circumstances beyond Bolt's control) requiring Bolt to terminate the provision of all or part of the Bolt Platform immediately;

11.2.2.2. Bolt exercises any right under applicable law to terminate the relationship; or

11.2.2.3. there are material or repeated breaches of these Platform Terms.

11.3. Upon termination of these Platform Terms:

11.3.1. in full, you will no longer have the right to access the Bolt Platform; or

11.3.2. in respect of a specific feature or access, you will no longer have the right to access the part(s) of the Bolt Platform relating to that feature or access.

11.4. Termination of these Platform Terms will not affect any accrued rights or obligations existing at the time of termination.

11.5. If Bolt terminates your access to the Bolt Platform, you may submit a complaint or request a review of the decision in accordance with our internal complaint handling rules (see section {14.8}).

11.6. For the avoidance of doubt, the following sections of these Platform Terms will continue to apply at all times, including after the termination of all or part of our relationship: {7} (payments), {11} (your liability), {12} (our liability), {14} (intellectual property, notices, disputes, our partners and affiliates, tax, interpretation and jurisdiction) and {15} (glossary of defined terms).

12. Your liability

12.1. To the maximum extent permitted by law, you agree to indemnify and fully reimburse Bolt for any claims, losses, liabilities, and costs (including the costs of Bolt's professional advisors and enforcement agents) incurred as a result of your use of the Bolt Platform, including in connection with:

12.1.1. any breach of your obligations under these Platform Terms;

12.1.2. property damage or monetary loss;

12.1.3. loss of profit, business, revenue, contracts, contacts, goodwill, reputation, or anticipated

savings;

12.1.4. any loss arising from the interruption or use of the Bolt Platform;

12.1.5. loss of, damage to, or inaccuracy of data;

12.1.6. any other type of indirect or consequential loss or damage (for example, losses that could not reasonably have been foreseen at the beginning of our relationship);

12.1.7. any allegation that any materials submitted to Bolt or transmitted through the Bolt Platform:

12.1.7.1. breach the intellectual property rights of any third party; or

12.1.7.2. breach any law or regulation; and/or

12.1.8. the actions or inactions of any Passengers transported (or to be transported) via Ride Hailing Services that you request.

12.2. Except where otherwise stated in these Platform Terms, you agree to pay any amounts payable to Bolt under these Platform Terms (including any indemnified losses, overpayments, interest, or enforcement costs) immediately on demand.

12.3. Any late payment by you of sums payable to Bolt under these Platform Terms shall be payable by you together with interest on the unpaid sum, if imposed by Bolt, calculated at: 2% (two percent) of the unpaid amount per month.

13. Our liability

13.1. Bolt shall not be liable to you for any losses, damages, costs, or claims arising from or in connection with:

13.1.1. your use of the Bolt Platform;

13.1.2. the unavailability, interruption, or improper functioning of the Bolt Platform;

13.1.3. the actions or inactions of any User of the Bolt Platform;

13.1.4. websites, content, applications, or services (including payment services) that are not owned, controlled, or operated by Bolt, including any delays or errors they cause;

13.1.5. incorrect or outdated information you have provided to Bolt;

13.1.6. the content of any third-party websites, content, or applications;

13.1.7. payment processing delays outside of Bolt's control (for example, delays caused by a third-party payment service provider); or

13.1.8. unauthorised access to the Bolt Platform using your login credentials.

13.2. The exclusions of liability in section {13.1} include, without limitation, exclusions for any of the following types of loss or damage, whether direct or indirect:

13.2.1. property damage or monetary loss;

13.2.2. loss of profit, business, revenue, contracts, contacts, goodwill, reputation, or anticipated savings;

13.2.3. any loss arising from the interruption or use of the Bolt Platform;

13.2.4. loss of, damage to, or inaccuracy of data; or

13.2.5. any other type of indirect or consequential loss or damage (including, for example, losses that could not reasonably have been foreseen at the outset of our relationship).

13.3. Bolt's maximum aggregate liability to you in connection with these Platform Terms is capped at Kenya Shillings Fifty Thousand (KES 50,000). This cap applies regardless of the number of claims made or the number of events giving rise to liability.

13.4. All limitations and exclusions of liability set out in these Platform Terms only apply to the fullest extent permitted by law.

13.5. Nothing in these Platform Terms limits or excludes Bolt's liability for:

13.5.1. death or personal injury caused by Bolt's negligence; or

13.5.2. any other liability that cannot lawfully be limited or excluded.

14. Other important provisions

Intellectual property

14.1. All copyrights, trademarks, design rights, and other intellectual property in the Bolt Platform — including its source code, databases, logos, and visual designs (together, the “Intellectual Property”) — are owned by, or licensed to, Bolt. By using the Bolt Platform, you do not acquire any ownership rights in the Intellectual Property. You must not use, or permit the use of, the Intellectual Property without Bolt’s express prior written consent.

Notices

14.2. Unless stated otherwise in these Platform Terms, notices to Bolt in connection with these Platform Terms must be issued in writing to Bolt’s registered address: Bolt Operations OÜ at Vana-Lõuna Tallinn 15, 10134, Estonia.

14.3. Bolt may issue notices to you in connection with these Platform Terms by letter or by email, using the most recent contact information you have provided to us from time to time, or via the Customer App.

14.4. Except where expressly stated otherwise in these Platform Terms, notices issued in connection with these Platform Terms must be provided in Swahili or English and will be deemed properly served:

- 14.4.1. if delivered by hand, at the time the notice is left at the applicable address;
- 14.4.2. if sent by post, on the next day after posting;
- 14.4.3. if sent by email, at the time the email is sent; or
- 14.4.4. if delivered via the Customer App, at the time the notice is made available to you through the Customer App.

14.5. If the time at which a notice is deemed properly served under section {14.4} falls after 17:00 on any day, or at any time on a Saturday, Sunday, or public holiday, the notice shall instead be deemed properly served at 09:00 on the next day that is not a Saturday, Sunday, or public holiday.

Enforcement

14.6. Bolt may, acting reasonably and in good faith, determine whether there has been a breach of these Platform Terms. Any right or discretion granted to or retained by Bolt under these Platform Terms may be exercised accordingly.

14.7. Without limiting any other right or discretion afforded to Bolt under these Platform Terms, Bolt may, acting reasonably and in good faith, determine whether conduct is Prohibited Manipulative Conduct.

Disputes

14.8. If we take an action that you disagree with in relation to these Platform Terms, you can contact our support team via the Customer App or via the notices and disputes section of our website.

14.9. To the maximum extent permitted by law, any disputes arising out of or in connection with these Platform Terms that are not resolved through our internal complaint process shall be submitted to the courts of Kenya, which shall have exclusive jurisdiction.

Assignment, Novation and Delegation

14.10. You may not assign, transfer or novate any of your rights or obligations under these Platform Terms without our prior consent, which must be given in writing or expressly via the Bolt Platform. Any attempt to do so without such consent will be void.

14.11. You agree that Bolt may assign, transfer or novate our rights and obligations under these Platform Terms at any time without your prior consent, and that we may delegate the performance of our obligations or appoint our partners or affiliates to exercise our rights under

these Terms. This will not adversely affect your rights or the obligations owed to you under these Platform Terms.

Value added tax

14.12. All payments, amounts and sums referred to in these Platform Terms are exclusive of any applicable value added tax, unless expressly stated otherwise.

Interpretation

14.13. All headings and defined terms in these Platform Terms are for reference only and do not affect the interpretation of any provision.

14.14. In these Platform Terms, unless expressly stated otherwise:

14.14.1. a reference to a “section” means a section of these Platform Terms;

14.14.2. a reference to a “party” means a party to these Platform Terms, and “parties” shall be interpreted accordingly;

14.14.3. words in the singular include the plural and vice versa;

14.14.4. a reference to one gender includes all genders;

14.14.5. a reference to a “person” includes an individual, company, partnership, trust, or other legal entity;

14.14.6. references to “including” or similar expressions do not limit what else may be included.

14.15. If any provision of these Platform Terms is found or held by a court or other competent authority to be unenforceable, the parties agree to replace it with a valid and enforceable provision that, so far as possible, preserves the original intent and commercial effect.

14.16. In the event of any conflict between these Platform Terms and any other agreement or arrangement between you and Bolt, these Platform Terms shall prevail unless expressly stated otherwise.

14.17. Bolt operates as the provider of an online platform for intermediation and matching services. Accordingly:

14.17.1. Nothing in these Platform Terms is intended to imply or determine that Service Providers or Drivers owe any obligation to Bolt to personally perform or fulfil Ride-Hailing Services, or that they have an employment relationship with Bolt.

14.17.2. If any provision of these Platform Terms is found or held by a court or other competent authority to imply an obligation to personally perform or fulfil Ride-Hailing Services, or to imply the existence of an employment relationship with Bolt, the parties agree to replace it with a valid and enforceable provision that removes that implication but, so far as possible, preserves the original intent and commercial effect.

Jurisdiction

14.18. To the maximum extent permitted by law, these Platform Terms and your use of the Bolt Platform shall be governed by, and construed in accordance with, the laws of Kenya.

15. Glossary of defined terms

In these Platform Terms the following definitions apply:

15.1. ‘Bolt’ (‘we’ / ‘us’ / ‘our’) means Bolt Operations OÜ of registered address at Vana-Lõuna Tallinn 15, 10134, Estonia.

15.2. ‘Bolt Platform’ means the technology platform made available by Bolt — including the Customer App — through which Ride-Hailing Services are intermediated under these Platform Terms, and through which other tools, features or services may be made available or intermediated.

15.3. ‘Cancellation / Compensation Fee’ means a fee charged to Customers by Service Providers in the event that a Customer cancels their request or otherwise fails to enter into an arrangement for Ride-Hailing Services after the expiry of the applicable Cooling-Off Period as is

set out further in sections {5.16}.

15.4. 'Categories' means the categories of Ride-Hailing Services available via the Bolt Platform in the market (which may, for example, include categories for 'electric' or 'premium' vehicles) and 'Category' means any one of them.

15.5. 'Cleaning Fees' means a fee charged to Customers by Service Providers in circumstances where a Passenger has soiled a vehicle during the provision of Ride-Hailing Services as is set out further in section {5.17}.

15.6. 'Collection Period' means the applicable period that:

15.6.1. starts when a Driver has indicated their willingness to provide or fulfil Ride-Hailing Services to a Customer further to that Customer's request for Ride-Hailing Services (as shown to Customers in the Customer App); and

15.6.2. ends at the commencement of the Journey Period or, if earlier, when the request for Ride-Hailing Services is cancelled or declined.

15.7. 'Cooling-Off Period' means (as applicable) the period prescribed in the Bolt Platform starting from the time a Driver indicates their willingness to provide Ride-Hailing Services to the relevant Customer (i.e. when a Customer has been matched with a Driver).

15.8. 'Customer' means a party that makes a request for (and may be provided with) Ride-Hailing Services.

15.9. 'Customer App' means the mobile application(s) made available by Bolt enabling Customers to request Ride-Hailing Services from Service Providers.

15.10. 'Delivery Services' means delivery services provided by Service Providers to Customers for the transportation of goods from a pick-up location to a destination without the transportation of a Passenger, as is further described in sections {5.25} to {5.29}.

15.11. 'Discriminatory Behaviour' means any conduct — including speech, actions, or treatment of others — that shows bias, prejudice, or hostility based on protected characteristics such as race, ethnicity, nationality, gender, sexual orientation, gender identity, religion, disability, or age.

15.12. 'Driver' means an individual registered with Bolt to access and review opportunities to fulfil Ride-Hailing Services on behalf of a Service Provider.

15.13. 'Fare' means the price payable for the provision of Ride-Hailing Services.

15.14. 'Journey Period' means the applicable period that:

15.14.1. starts when a Driver arrives at a pick-up location and commences the Ride-Hailing Services by picking up the Customer (or Passenger as applicable) and agreeing to transport them to the destination requested; and

15.14.2. ends when the Ride-Hailing Services conclude or otherwise come to an end for any other reason.

15.15. 'Passenger' means any individual who is or will be transported as a passenger pursuant to the provision of Ride-Hailing Services.

15.16. 'Payments' means together:

15.16.1. means all Fares, Toll Payments, Cancellation Fees, and Cleaning Fees (in whole or in part) payable by you to Service Providers, together with any gratuities, in respect of Ride-Hailing Services, that you agree to make; and

15.16.2. all Platform Fees payable by you to Bolt together with any gratuities in respect of Ride-Hailing Services that you agree to make.

15.17. 'Payment Method' means your payment method for making Payments via the Bolt Platform, which must be a valid credit or debit card (or another payment method supported by the Customer App) in your name or authorised to you, along with associated billing information such as your billing address.

15.18. 'Platform Fee' means a fee charged to you by Bolt for your use of the Bolt Platform as is

set out further in section {6}}.

15.19. 'Platform Terms' means the entirety of these terms and conditions entitled 'Platform Terms for Ride-Hailing: Customers (Kenya)'.

15.20. 'Prohibited Manipulative Conduct' means any use of the Bolt Platform that indicates an intention — or an attempt — to manipulate, exploit or harm any person or the Bolt Platform itself, or to exploit or improperly fulfil any promotion criteria made available by Bolt. This includes:

15.20.1. the request, acceptance or completion of Ride-Hailing Services in a manner that appears excessive, artificial or unusually coordinated; and

15.20.2. repetitive behaviour that appears designed to falsify a real demand for Ride-Hailing Services or an intention to fulfil them.

15.21. 'Service Request Periods' means together (in relation to a request for Ride-Hailing Services) the Collection Period and the Journey Period.

15.22. 'Service Provider' means an individual or legal entity that has registered to the Bolt Platform to access and review opportunities in Kenya to provide Ride-Hailing Services on their own behalf.

15.23. 'Ride-Hailing Services' means ride-hailing transportation services provided by Service Providers to Customers which are arranged via the Bolt Platform (including Delivery Services).

15.24. 'Toll Payments' means payments to be made to Service Providers as an additional charge due to the route of Ride-Hailing Services creating additional costs or inconveniences such as journeys over toll roads and bridges or journeys that incur airport parking fees.

15.25. 'Users' means all users and beneficiaries of the Bolt Platform including all Service Providers, Drivers, Customers and Passengers.

15.26. 'You' (or 'you') means a Customer that is subject to these Platform Terms.

End of Platform Terms