This policy sets out Bolt Ireland's Best Practice approach towards the prevention of Fraud in Ireland.

**Key Sections:**
- Policy glossary (Section 1)
- The purpose of this policy (Section 2)
- Prohibited Behaviour (Section 3)
- Expectations and consequences of Prohibited Behaviour (Section 4)
- How Bolt assesses Prohibited Behaviour (Section 5)
- Appealing a decision relating to this policy (Section 6)

**1. Policy Glossary**

Throughout this policy, some words and phrases are capitalised. This means that they have the defined meanings set out below:

1.1. Best Practice means the way Bolt Ireland chooses to operate its business for the prevention of Fraud via the Bolt Platform.

1.2. Bolt Ireland means Bolt ITX Limited, a limited liability company registered under the laws of Ireland with company number 671417, EU VAT no. 3694239QH, registered address: Unit 2A, Ground Floor, Merchant's Court, Merchant's Quay, Dublin 8 Offices, Ireland.

1.3. Bolt Platform means the technology platform(s) provided by Bolt Ireland.

1.4. Bolt Parties means Bolt Ireland and its group companies together with their employees, contractors, licensors, licensees, professional advisors and any other person or entity that is directly or indirectly under the control of the same.

1.5. Customer means a Bolt Platform user who accesses the Bolt Platform in order to request services including transportation services.

1.6. Information means any information, records, ratings or data (including global positioning system (GPS) data).

1.7. Fraud means the act of being deceitful or using deceptive behaviour to gain an unlawful advantage (financial or otherwise) to the detriment of any party.

1.8. Prohibited Behaviour means prohibited behaviour that will be considered by Bolt to be indicative of an attempt by a User to facilitate Fraud via the Bolt Platform. Behaviour that will be considered by Bolt to be Prohibited Behaviour is set out at section 3 below.

1.9. Prohibited Behaviour Team means Bolt Ireland's specialist team who monitors the Bolt Platform for occurrences of (and otherwise assesses) Prohibited Behaviour.

1.10. Service Provider means a Bolt Platform user who, pursuant to their contract with Bolt, accesses the Bolt Platform in order to provide services including transportation services.

1.11. Statement of Reason means a notice issued from Bolt Ireland outlining the reason(s) as to why there has been a suspension of the User's access to the Bolt Platform in connection with this policy.

1.12. User means any individual Customer or Service Provider.

**2. Purpose**

2.1. The purpose of this policy is to:

2.1.1. remind Users that Bolt Ireland will not tolerate any behaviour on the Bolt Platform that is indicative of Fraud; and

2.1.2. to set out Bolt Ireland's approach towards any attempted or actual Prohibited Activity that it becomes aware of.

2.2. In accordance with Bolt Ireland's Best Practice approach, Users must comply with this

policy at all times.

**3. Prohibited Behaviour**

Behaviour that will be considered by Bolt Ireland to be Prohibited Behaviour is set out below:

3.1. providing or allowing (including any attempt to provide or allow) any inaccurate, misleading, duplicate or false Information to the Bolt Parties, the Bolt Platform and/or any Users relating to the provision, carrying out, time, duration or location of any service requested or provided via the Bolt Platform;

3.2. using or allowing (including any attempt to use or allow) any device to be used for the falsification and/or manipulation of Information provided to the Bolt Parties, the Bolt Platform and/or any Users;

3.3. registering (including any attempt to register) as a User of the Bolt Platform using any inaccurate, misleading, duplicate or false Information;

3.4. allowing any person to use the Bolt Platform via personal login details that do not belong to them;

3.5. requesting or agreeing to provide services via the Bolt Platform in a manner that suggests there is not a genuine intention to have those services performed in full (for example services are repeatedly requested, cancelled by a User or otherwise not fulfilled as anticipated);

3.6. requesting or allowing (including any attempt to request or allow) the payment of any fees or charges, such as cleaning fees, based on inaccurate, misleading, duplicate or false Information;

3.7. requesting or agreeing to provide repeated services via the Bolt Platform in a manner that is inconsistent with the proper provision of services via the Bolt Platform (for example, where such request or provision of services is for the primary purpose of creating an abundance of payment transactions, or an abundance of requests for services, for a User);

3.8. any attempt to solicit, engage or collaborate with any party in relation to any Prohibited Activity; and

3.9. any other behaviour that is indicative of Fraud.

**4. Bolt Ireland's expectations of Users and consequences of Prohibited Behaviour**

4.1. Users must not participate in (or allow) any Prohibited Behaviour.

4.2. User access to the Bolt Platform may be suspended or terminated if Bolt Ireland suspects, considers or determines at its discretion that there has been a failure to comply with this policy.

4.3. Service Providers are responsible for ensuring that all persons associated with their Bolt Platform account comply with this policy.

4.4. Service Providers are reminded that, in accordance with the terms and conditions that apply to them, Bolt Ireland may delay payments that would otherwise be due to Service Providers on the basis that Bolt Ireland is investigating a failure to comply with this policy. Bolt Ireland also reserves the right to permanently deny payments to Service Providers where such payments relate to Prohibited Behaviour and Bolt Ireland has determined that there has been a failure to comply with this policy.

4.5. Bolt may disclose evidence of any Prohibited Behaviour to any law enforcement and regulatory authority that Bolt feels it is reasonably necessary to notify, or as otherwise required by law or regulation.

4.6. The actions that Bolt Ireland may take set out in this section 4 are not limited and Bolt Ireland reserves the right to take any other action it considers necessary to address and prevent Fraud on the Bolt Platform, including all rights reserved in any other terms and conditions that apply to the User.

4.7. Users are encouraged to report all Prohibited Activity to Bolt Ireland by contacting Bolt Ireland via the Bolt Platform.

**5. How Bolt Ireland assesses Prohibited Behaviour**

5.1. In accordance with its Best Practice approach, Bolt Ireland will monitor the Bolt Platform from time to time to identify Prohibited Behaviour. Any behaviour that is identified as potentially being Prohibited Behaviour will be assessed on a case by case basis by Bolt Ireland's Prohibited Behaviour Team before any action is taken by Bolt Ireland. The Prohibited Behaviour Team will take into account any instances of repeated or persistent behaviour (including past occurrences of Prohibited Behaviour and/or failures to comply with this policy) in making its assessment on behalf of Bolt Ireland.

5.2. If Bolt Ireland suspects, considers or determines that Prohibited Behaviour has occurred, a User may have their access to the Bolt Platform restricted for such time as further investigations are carried out.

5.3. Subject to section 5.4 below, if a User's access to the Bolt Platform is restricted in connection with this policy, Bolt Ireland will issue the User with a Statement of Reason for this decision which may be accompanied by a notice to terminate the User's relationship with Bolt Ireland in accordance with the relevant terms and conditions that apply to the User.

5.4. A Statement of Reason will not be issued if Bolt Ireland are unable or are advised not to do so for regulatory or legal reasons.

**6. Appealing a decision relating to this policy**

6.1. Users will not be permitted to appeal a decision by Bolt Ireland to terminate a User's access to the Bolt Platform in accordance with this section 6 if Bolt Ireland determines at its discretion that the failure(s) to comply with this policy are so material and/or persistent that it warrants immediate termination of a User's access to the Bolt Platform. When this is the case, it will be made clear in the relevant Statement of Reason.

6.2. Other than in the circumstances set out in section 6.1 above, the relevant User will have 30 days from the date of issue of a Statement of Reason to appeal any decision by Bolt Ireland to suspend and/or terminate any access to the Bolt Platform in association with the User's account. In order to appeal this decision, the relevant User must promptly appeal the decision with reference to the applicable Statement of Reason, providing Bolt Ireland with such additional Information it may request in relation to the Statement of Reason from time to time. Appeals should be made in writing and as instructed by the Statement of Reason.

6.3. Bolt Ireland will consider all appeals in good faith and will reinstate any suspended access to the Bolt Platform (and release any temporarily suspended payments to Service Providers) as soon as reasonably practicable from the date that Bolt Ireland determines at its discretion that:

6.3.1. there has not been a material failure to comply with this policy; or

6.3.2. other circumstances apply that make it fair and reasonable to reinstate access to the Bolt Platform.

6.4. If, after the expiry of the 30 day period set out in section 6.2 above, Bolt Ireland at its discretion still considers that the User has participated in (or allowed) the Prohibited Activity referred to in the Statement of Reason, Bolt Ireland will be entitled to terminate the User's access to the Bolt Platform in accordance with the terms and conditions that apply to the User.

**7. Updates to Bolt Ireland's Fraud Policy**

Bolt Ireland reserves the right to update this policy and all processes relating to it from time to time to ensure and/or improve its Best Practice.

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