

Bolt Drive Platform Terms and Conditions

You may download an offline version of these Bolt Drive Platform Terms and Conditions for your records and future reference [here](#) ↗

Effective from 03 April 2024

These Terms and Conditions (**Agreement**) are concluded between you (**User, You or Your**) and Bolt Rides PL a limited liability company with its registered office in Warsaw, incorporated under the laws of the Republic of Poland, registered at: Prosta 67 Street, 00-838 Warsaw, Poland, entered in the National Court Register held by the District Court for the Capital City of Warsaw in Warsaw, XIII Economic Division of the National Court Register under the KRS number 0000981464, having NIP: 5252915486 and REGON: 522575682 (“**Bolt**”, “**We**”, “**Us**” or “**Our**”).

If You need to get in touch with Us:

- Address: Prosta 67 Street, 00-838 Warsaw, Poland
- e-mail: info@bolt.eu
- Online: You can contact our customer support team via the chat function in the Bolt App.

1. Scope

1.1. This Agreement applies to Your use of the platform operated by Bolt consisting of a mobile application (**Bolt App**), as well as to the provision by Bolt of an information society service through Bolt App that enables mediation of the requests for temporary rental of motor vehicles between You and a third party provider of motor vehicle rental services (**Company**).

1.2. The acceptance of a User's request to reserve and rent a motor vehicle by the Company creates a legally binding contract between the User and the Company with respect to the Services under the terms and conditions of the Company. The User is informed about the acceptance of their request by the Company in the Bolt App.

1.3. The temporary rental of motor vehicles (**Services**) is an independent service provided by the Company to You under a contract concluded between You and the Company via the Bolt App and according to the Company's terms and conditions made available to You.

1.4. The Company provides the Services on an independent basis as an economic and professional service provider. Bolt does not offer or provide the rental of motor vehicles to You, is not a party to the contract between You and the Company and is not responsible in any way for the fulfilment of the contract or the Services.

1.5. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of the Services will be resolved between You and the Company. Data regarding the Company and its Services are available in the Bolt App.

1.6. Bolt may amend this Agreement in the event of changes in the law, obligations imposed by public authorities, introduction of changes in the Agreement's subject matter, Bolt App's terms of service and payment methods, technological and product changes, changes introduced for reasons of safety and public order, as well as the need for editorial changes.

1.6.1. You will be notified of amendments to this Agreement by e-mail, as well as by publication of the amended Agreement on the Bolt website. Amendments will be effective on the date specified in the notification of amendments, not less than 15 calendar days, and will apply to the use of the Bolt App and Services provided after that date. This does not apply if Bolt is required to make changes within a shorter period of time or if the change is made for security reasons and requires Bolt's immediate action, of which Bolt will notify you.

1.6.2. If you do not accept the amendments to this Agreement, you may stop using the Bolt App and Services at any time and delete your account by sending a message in the Bolt App.

Continuing use of the Bolt App after the amendments' effective date will be considered as acceptance of the amendments.

1. Using the Bolt App

- 2.1. You must be at least eighteen (18) years old to obtain access to the Bolt App, including to accept this Agreement.
- 2.2. The Bolt App may be updated periodically in order to provide You with the best possible experience. The 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 may be affected by the Internet speed.
- 2.3. In case of any defects in the Bolt App, We endeavour to correct them as soon as possible, however You acknowledge that the functionality of the Bolt App may be restricted due to occasional technical errors and We are not able to warrant unlimited faultless functioning of the Bolt App at all times. We accept no liability for any losses incurred as a consequence of the Bolt App dysfunction or not being usable in the desired manner.
- 2.4. Rooting, jailbreaking or modifying Your mobile device at a hardware or operating system level in any manner which is against the manufacturer's instructions makes the device susceptible to mobile threats. You acknowledge that We are not liable for any losses in connection with the use of such a modified mobile device, and that We have no obligation to support the use of such a device.
- 2.5. Subject to Your compliance with the Agreement, We grant You a royalty free, limited, non-exclusive, non-sublicensable, revocable, non-transferable licence to access and use the Bolt App on Your personal device solely for the purpose of this Agreement and in accordance with this Agreement, the Privacy Notice and 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 support compliance with industry standards and best practices, such as ISO 27001/27002, whenever feasible and not in conflict with other agreed requirements. If credit card data is processed, Payment Card Industry Data Security Standard shall also be complied with.

1. Registering Your Account

- 3.1. After downloading and installing the Bolt App, You shall create a user account (**Account**) and acknowledge that you have read and understood this Agreement and the Privacy Notice available on the Bolt App and at <https://bolt.eu/legal/>.
- 3.2. During the Account registration Your mobile number will be linked to Your Account and added to Our database. You shall sign up by providing the requested information in the signup application and uploading necessary documentation. If You are no longer using your mobile number, you must notify Bolt within 7 (seven) days so We can anonymize your account data. If You do not notify Us about any change to Your number, Your mobile operator may issue the same mobile number to another person who may have access to Your data when using the Bolt App.
- 3.3. You cannot register several Accounts with Bolt, trade or rent Your Account to a third party, and create fake, illicit Accounts. This includes creating an Account by using fake, illicit, false information.
- 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 confidentiality of Your login details.
- 3.6. When creating and using Your Account, You:
- (a) shall use Your real name, accurate personal information and payment card information for setting up the Account, and keep such information up to date at all times;
 - (b) may be requested to provide Your contact details (phone, 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 to obtain or maintain access to the Services;

(d) are liable for the access, control and security of Your Account, and responsible for all actions carried out under Your Account, unless You have reported misuse of Your Account pursuant to Section 3.7 hereof; and

(e) understand that We have the right to suspend, restrict or disable Your Account to the extent required to (i) secure lawful use of the Bolt App, including without limitation for fraud prevention, risk assessment, investigation and customer support purposes; (ii) ensure Your compliance with this Agreement and the rules displayed in the Bolt App; (iii) comply with an applicable law or the order of a court, law enforcement or other administrative agency or governmental body; or (iv) as otherwise set forth in this Agreement.

3.7. You shall immediately notify Bolt via one of the aforementioned contact channels to enable Bolt to block access to the Account to prevent misuse in the case:

(a) of any unauthorised access to or use of Your Account; (b) of loss of the mobile device on which the Bolt App is installed; (c) login details 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 another situation that may cause loss of control of Your Account.

1. Validating Driving Licence

4.1. You must upload and validate Your identity and driving licence for the specific motor vehicle category recognized in Poland through the online validation process according to the instructions provided on the Bolt App.

4.2. Irrespective thereof, Bolt reserves the right to request at any time for You to prove the validity of Your driving licence.

4.3. After successfully validating the driving licence, Bolt shall activate Your access in the Bolt App to the Services. Not all driving licences may be supported and the supported driving licences are shown in the Bolt App.

4.4. You have the right to use the Services if You:

(a) have reached the minimum age specified on the Bolt App and in the Company's terms and conditions;

(b) have a valid driving licence for the specific motor vehicles category for at least the time period specified on Bolt App and in the Company's terms and conditions; with regard to certain motor vehicle models a different minimum time period may apply;

(c) successfully validated Your driving licence in the Bolt App through the online validation process.

4.5. If Your legal right to drive is withdrawn, suspended, revoked or Your driving licence is lost, You are legally prohibited to drive a motor vehicle. You must immediately stop using the Services and notify Bolt thereof. Failing to do so shall lead to a permanent ban of Your Account.

1. Payments and invoicing

5.1. The Company has authorised Bolt to act as its commercial agent to negotiate contracts between You and the Company with regards to the Services on the Company's behalf, including, but not limited to, collect the fees for the Services and any additional charges related to the Services from You on the Company's behalf, through the Bolt in-App payment service (**In-App Payment**), and to forward the amounts to the Company. Your payment obligation arising from the contracts with respect to the aforementioned amounts is deemed fulfilled when the respective payment is credited onto Our payment account. You hereby acknowledge that such authorisation has been granted to Bolt.

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

5.3. You shall connect Your Account with Your valid credit or debit card or other payment method supported by the Bolt App (**Elected Payment Method**).

5.4. You authorise Us to charge Your Elected Payment Method linked to Your Account in connection with the Services pursuant to the contract concluded between You and the Company and the Company's terms and conditions. You shall ensure that Your Elected Payment Method has sufficient funds. Bolt may ask additional data from You to verify the Elected Payment Method.

5.5. The Company assigns to Bolt its claims against the User for payment of the fees for the Services and the Company may also assign to Bolt its claims against the User for the payment of other additional charges due, all pursuant to the Company's terms and conditions. Bolt asserts the claim for payment of the fees for the Services and other additional charges, which have been assigned by the Company to Bolt, against the User in its own name and on its own account. However, the contract between the User and the Company governing the Services, the fees and additional charges shall remain in force between the User and the Company, without Bolt being a party to it.

5.6. In addition to the fees related to the Services, Bolt may debit additional charges resulting from the Services on behalf of the Company, pursuant to the Company's terms and conditions and this Agreement, and additional charges resulting from Your breach of the use of the Bolt App on Bolt's own behalf, pursuant to this Agreement and Annex A, in their original currency. After prior verification of factual circumstances, the additional charges will be charged (according to this Agreement or the Company's terms and conditions - as applicable) to either (i) Your Elected Payment Method after obtaining Your consent via the Bolt App, or (ii) another payment method of Your choice, including by bank transfer to the bank account designated by Bolt.

5.7. If You disagree with the additional charges, or would like to make a complaint in respect thereof, You can contact Us using the contact channels indicated at the top of this Agreement or Our customer support team via the chat function in the Bolt App.

5.8. If the payment of the fees related to the Services and additional charges is not received within the prescribed period, other payment methods and collection procedures may be employed, including by referring the case to court. The amounts will also be converted into a negative balance in Your Account until the payment is received or the underlying claim is waived. You agree to compensate Our reasonable costs including reasonable legal fees, if You do not pay the amounts in due time.

5.9. You agree to immediately add a new Elected Payment Method in case of any changes to Your Elected Payment Method that may impair Our ability to charge You pursuant to this Agreement.

5.10. We may automatically pre-authorise an amount from Your Elected Payment Method to confirm the availability of funds. If Bolt is unable to pre-authorise an amount from Your Elected Payment Method or charge the fees for the Services and additional charges to Your Elected Payment Method, then Bolt may suspend, restrict or terminate Your Account. The pre-authorised amount may vary depending on the location, motor vehicle type among others. We may also upon Your consent pre-authorise a reasonable amount from Your Elected Payment Method as a security deposit prior to the reservation of the motor vehicle and commencement of Your ride. We shall inform You about the security deposit requirement and amount, and obtain your consent, before pre-authorising the security deposit.

5.11. When making payments by cards, carrier billing and other payment methods (e.g., Bolt Business) via In-App Payment, Bolt is not responsible for possible third-party payment costs (e.g., mobile operators, bank fees) that arise on Your part. These service providers may charge

You additional fees when processing payments in connection with the In-App Payment. Bolt is not responsible for any such fees and disclaims all liability in this regard. Your Elected Payment Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Elected Payment Method.

5.12. Bolt will provide support in resolving problems related to the functioning of the In-App Payment, including resolving disputes related to the In-App Payment. For payment support service please contact: info@bolt.eu. Bolt will resolve any In-App Payment related complaints and applications as expeditiously as possible.

5.13. Bolt shall create and forward a receipt or an invoice to the User on behalf of the Company for the fees related to Services, including additional charges. Receipts or invoices will be issued in accordance with the applicable laws. The receipts and invoices are available on Your Account.

5.14. When using Bolt Balance as Your Elected Payment Method, You represent and warrant that you have acknowledged and accepted the Bolt Balance Terms and Conditions available in the Bolt App and at <https://bolt.eu/legal/>, which govern the Bolt Balance In-App Payment.

5.15. When making a payment using Bolt Business, which is a service that enables a business customer to administrate and pay for the use of Bolt services (**Bolt Business**), the fees for the Services shall be paid by the third person who has enabled Bolt Business for You. You and such a third party remain jointly and severally liable for all additional charges resulting from the Services pursuant to this Agreement and the Company's terms and conditions. That means Bolt may charge You or the third party with such fees and charges, or both partially. Such a third party shall have the same rights as You have under the Agreement with regards to being charged in relation to the Services: the invoice or receipt for Services shall be issued to the third party along with any refund (as applicable), the third party can raise complaints and request information in relation to the fees, charges and the Services used under Bolt Business.

1. User's liability

6.1. In the event of any breach of this Agreement, including a default in payment, or if We consider it necessary to protect the integrity of Bolt, We are entitled to, temporarily or permanently block access to the Bolt App and Account with immediate effect, which will prevent You from using the Services. You will be informed thereof by e-mail.

6.2. In the event of a breach of this Agreement listed in Annex A, We are also entitled to charge to Your Elected Payment Method the corresponding additional charges in Annex A, as per Clause 5.6. Our right to claim for damages shall remain unaffected. In this case, the additional charges, if charged, shall be deducted from such damages.

1. Bolt's obligations and responsibilities

7.1. Bolt assumes no liability for the performance or availability of the Services. The Company is solely responsible for the provision of the Services.

7.2. As the Bolt App is an information society service (a means of communication) between Users and the Company, We cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of the Services. As the usage of the Bolt App for requesting Services depends on the Company, Bolt does not guarantee that You shall always have motor vehicles available for the provision of the Services.

7.3. Bolt assumes no liability for the accuracy, completeness and timeliness of the information provided by the Company, including but not limited to price of the Services and specifications of the motor vehicle, unless Bolt is at fault of its obligations under the Agreement.

7.4. The User has no right to a successful mediation of the requests for temporary rental of motor vehicles from the Company and/or conclusion of the contract between the User and the

Company for the provision of the Services.

7.5. In no event shall Bolt's aggregate liability for any and all claims arising out of this Agreement, including those based on tort or other grounds, exceed EUR 500.00. We do not, however, limit Your right to claim for damages or use any other legal remedies provided by law upon Our non-compliance with this Agreement.

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

(a) the damage suffered by the User as a result of delay, availability or quality issues related to the Services; (b) damages caused by the User to third persons while using the Services; (c) any indirect or consequential damages or losses, including loss of profit.

1. Termination

8.1. This Agreement shall be concluded for an indefinite period. The User and Bolt are entitled to terminate this Agreement for convenience upon two (2) weeks' notice in text form - via e-mail message or chat message in Bolt App. The User's and Bolt's right of extraordinary termination remains unaffected.

8.2. You have a statutory right to withdraw from the Agreement within fourteen (14) days without giving any reasons. In that case, You may either (i) use the model withdrawal form provided in Annex B or (ii) make any other unequivocal statement setting out Your decision to withdraw from the Agreement by contacting Us.

1. Other important terms

9.1. This Agreement and Your use of the Bolt App shall be governed by and construed in accordance with the laws of Poland. The statutory provisions on the limitation of the choice of law and on the applicability of mandatory provisions, in particular of the state in which You have Your habitual residence as a consumer, shall remain unaffected (Article 6 (1) Rome I Regulation).

9.2. Any disputes arising out of this Agreement that cannot be settled by negotiations shall be settled by the courts of Poland. If You are a consumer and domiciled in the European Union (EU), You may bring a claim to enforce your consumer protection rights in connection with this Agreement in the EU country in which you live. You may also have the right to submit an application at Your local consumer protection authority or via the European Commission Online Dispute Resolution platform at: <http://ec.europa.eu/odr>.

Annex A - List of Additional Fees

Violation

Allowing a third party to use Your Account or drive the Motor Vehicle.

Charge*

250 EUR

(1 000 PLN)

Violation

Registering multiple Accounts, creating a fake or illicit Account, creating an Account by using illicit or false information, including by using a third party's personal details, contact information or driving licence information.

Charge*

1 000 EUR (4 000 PLN)

- The additional charges above are exclusive of value-added tax (VAT). In case VAT applies, the VAT cost will be added to the amount of the additional charges and charged to You.

Annex B - Model Withdrawal Form

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

To Bolt Rides PL sp. z o.o.

Address: Prosta 67 Street, 00-838 Warsaw, Poland;

e-mail: info@bolt.eu):

I hereby give notice that I withdraw from my contract for the provision of the following service:

Ordered on: *[to be completed by the User]*

Name of the User: *[to be completed by the User]*

Address of the User: *[to be completed by the User]*

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

Date: *[to be completed by the User]*