

Date of entry into force of these General Terms and Conditions for Passengers: 11 September 2024

General Terms and Conditions for Passengers

These General Terms and Conditions set out the terms and conditions applying to and governing the usage of the Bolt App - technology connecting passengers with drivers to help them move around cities more efficiently.

In order to use Bolt App You must agree to the terms and conditions that are set out below:

1. Definitions

1.1. Bolt Mexico (also referred to as “we”, “our” or “us”) – HEZA S de RL de CV incorporated and registered under the laws of the United Mexican States with the tax authorities with registration number HEZ080425SV6, registered office Alberto Terrones 520, Centro, Durango Durango, CP 34000, Durango, Mexico and duly registered before the Public Registry of Commerce of Durango, Durango under folio 14023*1.

1.2. Bolt Services – services that Bolt Mexico provides, including provision and maintenance of Bolt App, Bolt Platform, In-App Payment, customer support, communication between the Driver and the Passenger and other similar services.

1.3. Bolt App – a smartphone application for drivers and passengers to request and receive transportation services.

1.4. Bolt Platform – technology connecting passengers with drivers to help them move around cities more efficiently.

1.1. Driver – the person who uses the Bolt Platform on behalf of the Transportation Service Provider.

1.5. Passenger (also referred to as “You” or “Your”) – a person requesting transportation services by using Bolt App.

1.6. Fare – the fee a Passenger is obliged to pay the Transportation Service Provider for provision of the transportation services.

1.7. In-App Payment – cards, carrier billing and other payment methods used by the Passenger via Bolt App to pay for transportation services.

1.8. Tip – a gratuity offered by the Passenger at his sole discretion in addition to the Fare paid.

1.9. Transportation Service Provider – the person providing transportation services and, if applicable, other services governed by separate terms via the Bolt Platform.

2. Using the Bolt App

1.1. Bolt Mexico provides an information technology service through Bolt App that enables mediation of the requests for transportation services between Passengers and Transportation Service Providers. Bolt Mexico does not provide transportation services. Transportation services are provided by Transportation Service Providers under a contract (with You) for the carriage of passengers. Transportation Service Providers and the Drivers acting on their behalf (if applicable) provide transportation services on an independent basis (either in person or via a company) as economic and professional service providers. Bolt Mexico is not responsible in any way for the fulfilment of the contract entered into between the Passenger (You) and the Transportation Service Provider. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of transport services will be resolved between the passengers and Transportation Service Providers. Data regarding the Transportation Service Providers and the Drivers acting on their behalf (if applicable) and their transportation service is available in

the Bolt App and receipts for rides are sent to the email address listed in Passenger's profile.

1.2. The Passenger (You) enters into a contract with the Transportation Service Provider for the provision of transportation services via the Bolt App. Depending on the payment options supported for a given location of the ride, You can choose whether to pay the Transportation Service Provider for the transportation service in cash or use In-App Payment. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including booking fee, municipal tolls, airport surcharges, or processing fees for split payments. If You wish, You may also choose to pay a Tip to the Transportation Service Provider directly or via the use of In-App Payment. We may limit the maximum value of a Tip at our sole discretion.

1.3. During the installation of Bolt App, Passenger's mobile number is linked to the respective Bolt user account and added to our database. If You are no longer using Your mobile number, You must notify Bolt Mexico 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 a new person who when using Bolt App then may have access to Your data.

1.4. 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 Your use of such a modified mobile device and that We have no obligation to support the use of such a device.

1.5. You may not, and may not allow any other person to launch or cause to launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of Bolt's mobile applications and/or websites or data.

1.6. You must be at least 18 years old to obtain access to the Bolt App, including to accept these General Terms and Conditions. In addition, You must ensure that the persons using transportation services via the Bolt App on Your behalf are at least 18 years old. The Transportation Service Provider is entitled to refuse to provide the transportation service to the Passenger or any other person using services on Passenger's behalf that is unable to prove that he or she is at least 18 years old.

1.7. To ensure the safety on the Bolt Platform, the passengers are not allowed to carry Prohibited Items while using the Bolt App, unless otherwise stated in the applicable laws. The Transportation Service Provider may refuse the provision of transportation services to the unauthorized possessor of the Prohibited Items. Bolt Mexico may at any time discontinue the provision of Bolt Services to the Passenger or any individual for whom the Passenger has placed an order that does not comply with the prohibition referred to in this section and applicable laws, and report an unauthorized use of the Prohibited Items to the authorities. The Prohibited Items include, among other things:

1.7.1. firearms and their parts, ammunition, melee weapons, and other items specially designed for attack and defense (e.g. knuckles, stilettos);

1.7.2. flammable, combustible, explosive and radioactive or other ionizing substances, munitions, gas, infectious, poisonous, or corrosive materials which by their nature may pose danger to the environment;

1.7.3. drugs and other psychotropic substances which are subject to special control in accordance with the legislation;

1.7.4. any other items that are not allowed to be carried or transported by law and items that cannot be carried or transported without additional licenses, permits and approvals.

1.8. If any of the activities the Passenger pursues via the Bolt Platform or if any of the

information the Passengers provide to Bolt Mexico and/or Bolt Platform is deemed to be illegal content under applicable laws or otherwise contravenes these General Terms and Conditions, Bolt Mexico reserves the right to:

- 1.8.1. remove, disable access, or demote such content,
- 1.8.2. suspend, terminate, or restrict any monetary payment due from Bolt to You,
- 1.8.3. suspend or terminate the Bolt Service in whole or in part, and
- 1.8.4. suspend or close Your Bolt user account.

3. Promotional Codes

3.1. You may receive promotional codes on a per-promotion basis. Promotional code credit can be applied towards payment on completion of a ride or other features or benefits related to the service and/or a third party's service and is subject to any additional terms that are established on a per promotional code basis. Expiration dates of promo codes will be reflected in-app once You have applied the promo code to Your account.

3.2. If Your ride amount exceeds the redeemable credit allocated to Your ride, the balance will be automatically deducted from Your accounts payment method. Similarly, a promotional code credit only applies on a per-ride basis and cannot carry over to the next ride and therefore will be forfeited. Only one promotional code may be applied per ride.

3.3. Bolt Mexico reserves the right to cancel any promotional code at any time for any reason. This includes but is not limited to if Bolt Mexico deems that codes are being used in an unlawful or fraudulent manner, those issued mistakenly, and those that have expired.

4. In-app Payment

4.1. Depending on the payment options supported for the given location of the ride, You can pay for the transportation services with a card, mobile carrier billing, or other payment methods (e.g. Bolt Business, etc.) as and when available through Bolt App. By providing In-App Payment service, Bolt Mexico acts as commercial agent for Transportation Service Providers. Every Transportation Service Provider has authorised Bolt Mexico as their commercial agent for the mediation of conclusion of contracts between the Transportation Service Provider and the Passenger, including the power to accept payments from the Passenger and to forward the payments to the Transportation Service Provider. Your obligation to the transportation service provider will be fulfilled when the payment order is given to transfer funds to Bolts' bank account. You, as a Passenger are responsible for ensuring that the payment takes place and ensuring that sufficient funds are available.

4.2. You may choose to pay a Tip to the Transportation Service Provider using the In-App Payment service. The Tip can be paid via the In-App Payment by means authorized by Bolt Mexico for that purpose. Bolt Mexico will not hold a commission for the brokerage of the Tip and the Tip will be transferred to the Transportation Service Provider in full amount, excluding any taxes, if applicable. Bolt Mexico reserves the right to withhold the Tip, if the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used in conflict with these General Terms and Conditions.

4.3. When making payments by In-App Payment, Bolt Mexico receives Your payments and forwards money to the Transportation Service Provider. Bolt Mexico may ask for additional data from You to verify the payment method.

4.4. When making payments by In-App Payment for transportation services, Bolt Mexico is not responsible for possible third-party payment costs (e.g. mobile operators, bank fees). These service providers may charge You additional fees when processing payments in connection with In-App Payment. Bolt Mexico is not responsible for any such fees and disclaims any and all

liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review such terms and conditions before using Your payment method.

4.5. Bolt Mexico will be responsible for the functioning of In-App Payment and provide support in resolving problems. The resolution of disputes related to In-App Payment also takes place through us. For payment support service please contact: mexico@bolt.eu. Inquiries submitted by email or Bolt App will receive a response within five business days. Bolt Mexico will resolve In-App Payment related complaints and applications within two business days.

4.6. Upfront Fare. You may be offered to use a ride option that allows You to agree to a fixed Fare for a given instance of transportation service provided by the Transportation Service Provider (i.e. Upfront Fare). Upfront Fare is communicated to You via Bolt App before the ride is requested. Upfront Fare shall not be applied if You change the destination during the ride, the ride takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the ride materially (e.g. a route is used where tolls apply).

4.7. By accepting these General Terms and Conditions You represent and warrant that You have carefully studied, understand and agree to be bound by Bolt Balance Terms and Conditions.

4.8. When making a payment using the Bolt Business payment method, the fee for services (including waiting time, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges, processing fees for split payments, cancellation fees) shall be paid by the third party who has enabled the Bolt Business payment method for You. For all other applicable fees such as damages, penalties, or other fees as provided in these General Terms and Conditions, You and such a third party remain jointly and severally liable, meaning You or the third party may be charged with such fees or both partially. Such a third party shall have the same rights as You have under these General Terms and Conditions with regards to being charged the applicable fees: 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 charged and services used under the Bolt Business payment method.

5. Ordering and cancelling transportation services

5.1. If You order a transportation service and the Transportation Service Provider has agreed to undertake the work then the transportation service is considered to be ordered.

5.2. Once a Transportation Service Provider or a Driver acting on their behalf (if applicable) confirms that he/she will complete Your ride, You will enter into a separate agreement with the Transportation Service Provider for the provision of transportation services on such terms and conditions as You agree with the Transportation Service Provider. Bolt Mexico does not provide transportation services and is not a party to Your agreement with the relevant Transportation Service Provider.

5.3. Cancelling the ordered transportation service is considered to be the situation where the Transportation Service Provider or the Driver acting on their behalf (if applicable) has replied to Your request and You subsequently reject, cancel or refuse the transportation service. When a transportation service request is cancelled after a certain time period You are required to pay a cancellation fee.

5.4. If You cancel a transportation service request on multiple successive instances within 24-hour we may temporarily block Your account for a warning. After multiple such warnings, we may suspend Your account for a longer period (e.g. 6 months). After that period You could ask to reactivate Your account and Your application will be reviewed by Bolt Mexico.

5.5. When the Transportation Service Provider or the Driver acting on their behalf (if applicable) notifies the Passenger about the arrival of the vehicle to its destination and Passenger or people for whom the transport was ordered do not arrive at the vehicle within certain time period as specified in the Bolt App, the request will be deemed cancelled. Sometimes the Transportation Service Provider or the Driver acting on their behalf (if applicable) may decide to cancel Your request, please note that Bolt Mexico is not responsible for such situations.

5.6. Once the Transportation Service Provider or the Driver acting on their behalf (if applicable) arrives and sends You a notification that he/she has arrived the Bolt App may begin charging Fare on a waiting time basis according to the rates specified in the Bolt App.

5.7. If You have requested transportation services using the Bolt App and cause damage to the Transportation Service Provider's vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), the Transportation Service Provider will have the right to require You to pay a penalty of 1,100 MXN and require compensation for any damages exceeding the penalty. If You do not pay the penalty and/or compensate for the damage, Bolt Mexico may pursue the claims on behalf of the transportation service provider.

5.8. To ensure a safe and reliable Bolt Platform for everyone, we may take actions against You, such as suspending You from using the Bolt Platform for 6 months, under our Marketplace Conduct Guidelines for Riders. By using Bolt App You confirm that You have read the Marketplace Conduct Guidelines for Riders and agree to comply with them.

5.9. Bolt Mexico may suggest You a certain category of ride in the Bolt App. The main criteria for the suggestions are price of the ride, estimated time of arrival of the vehicle and Your historical category selection behaviour. You are under no obligation to order the ride from the category suggested to You by Bolt Mexico.

6. License to use Bolt App

6.1. As long as You comply with these General Terms and Conditions, we agree to grant You a royalty-free, revocable, non-exclusive, right to access and use the Bolt App in accordance with these General Terms and Conditions, the Privacy Notice and the applicable app-store terms. You may not transfer or sub-license this right to use the Bolt App. In the event that Your right to use Bolt App is cancelled, the corresponding non-exclusive license will also be cancelled.

7. Liability

7.1. As the Bolt App is an information technology service (a means of communication) between Passengers and Transportation Service Providers, we cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of transportation services. As the usage of Bolt App for requesting transportation services depends on the behaviour of the Transportation Service Providers or the Drivers acting on their behalf (if applicable), Bolt Mexico does not guarantee that You will always have offers available for the provision of transportation services.

7.2. Bolt App does not offer or broker transportation services for passengers. It is also not a transport agency service for finding passengers for transportation providers. Bolt App is used as the means for organising the provision of transportation services.

7.3. The consumer's right to a refund is not applied to Bolt App orders. Requesting a refund from the transportation service provider does not withdraw You from the agreement in the course of which the provision of the transportation service was ordered.

7.4. Bolt App is provided on an "as is" and "as available" basis. Bolt Mexico does not represent, warrant, or guarantee that access to Bolt App will be uninterrupted or error-free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in

mind that the functioning of Bolt App may be restricted due to occasional technical errors and we are not able to guarantee that Bolt App will function at all times, for example, a public emergency may result in a service interruption.

7.5. Bolt Mexico, its representatives, directors, and employees are not liable for any loss or damage that You may incur as a result of using Bolt App or relying on, the ride contracted for through Bolt App, including but not limited to:

7.5.1. any direct or indirect property damage or monetary loss;

7.5.2. loss of profit;

7.5.3. loss of business, contracts, contacts, goodwill, reputation, and any loss that may arise from interruption of the business;

7.5.4. loss or inaccuracy of data; and

7.5.5. any other type of loss or damage.

7.6. The financial liability of Bolt Mexico in connection with a breach of these General Terms and Conditions will be limited to 550 MXN. You will have the right to claim damages only if Bolt Mexico has deliberately violated these General Terms and Conditions. Bolt Mexico will not be liable for the actions or inactions of the Transportation Service Provider or the Driver acting on their behalf (if applicable) and will not be liable for damages that the Transportation Service Provider or the Driver acting on their behalf (if applicable) causes to the passengers.

7.7. You agree to fully indemnify and hold Bolt Mexico, its affiliate companies, representatives, employees and directors harmless from any claims or losses (including liabilities, damages, costs and expenses of any nature) that they suffer as a result of Your use of Bolt App (including the rides You obtain through Your use of Bolt App).

7.8. Bolt Mexico may immediately end Your use of Bolt App if You breach these General Terms and Conditions or if we consider it necessary to protect the integrity of Bolt Mexico or the safety of Transportation Service Providers or Drivers acting on their behalf (if applicable).

7.9. Bolt Mexico is entitled to suspend, for a reasonable period of time and after having issued a prior warning, the processing of notices and complaints submitted through the Internal Complaint-Handling System by Passengers and Transportation Service Providers that frequently submit notices or complaints that are manifestly unfounded. While assessing the circumstances for the suspension, Bolt Mexico considers the following:

7.9.1. the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a month;

7.9.2. the relative proportion of notices and complaints in relation to the total number of items of information provided or notices submitted within a month;

7.9.3. the gravity of the misuse of the notice action mechanisms; and

7.9.4. (if applicable) the intention of the complainant for submitting manifestly unfounded complaints.

8. Good practice using Bolt App

8.1. As Bolt Mexico is not a provider or broker of transportation services, any issues with defects or quality of the transportation services will be resolved in accordance with the rules and regulations of the transportation service provider or the relevant public authority.

8.2. We ask You to fill out a feedback form in the Bolt App. This enables us to offer suggestions to the Transportation Service Providers for improving the quality of their service.

8.3. We expect that You use Bolt App in good faith and be respectful of the Transportation Service Providers who offer their services through Bolt App, and the Drivers acting on their behalf (if applicable). In addition to any other rights we may have to take actions against You under these General Terms and Conditions and our Marketplace Guidelines for Riders, Bolt

Mexico retains the right to close Your account if You have violated these General Terms and Conditions or if Your activities are malicious, i.e. withholding payment for the provision of the transportation service, fraud, being disrespectful towards the Transportation Service Providers and the Drivers acting on their behalf (if applicable), etc. In these cases, Your Bolt App account may be revoked without prior notice.

8.4. Bolt Mexico will make every effort to ensure that only Transportation Service Providers and Drivers, who have integrity and are respectful of their profession and passengers, use the Bolt App. However, we are in no position to guarantee that every Transportation Service Provider or Driver, located by Bolt App, satisfies the aforementioned criteria at all times. If You experience objectionable transportation service, please notify the Transportation Service Provider or the Driver acting on their behalf (if applicable) responsible for the service, a supervisory authority, or our customer support.

8.5. To ensure the safety of the Bolt Platform for all users, Bolt Mexico may ask the Passenger to verify his/her identity. If Bolt Mexico is unable to verify the identity of the Passenger, Bolt Services may be suspended for the Passenger until the verification process is completed.

9. Amendments to the General Terms and Conditions

If any substantial amendments are made to the General Terms and Conditions, then You will be notified by email or Bolt App notifications. If You continue using Bolt App, You will be deemed to accept the amendments.

10. Final Provisions

The General Terms and Conditions will be governed by and construed and enforced in accordance with the laws of the United Mexican States. If the respective dispute resulting from General Terms and Conditions cannot be settled by the negotiations, then the dispute will be finally solved in the competent courts of Mexico. If any provision of the General Terms and Conditions is held to be unenforceable, the parties will substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.