

Bolt Drive Terms and Conditions for Germany

Effective from 01 June 2024

These Terms and Conditions (**Agreement**) between you (**User, You or Your**) and Bolt Services DE GmbH, registration number HRB 221695 B, with principal place of business at Karl-Liebknecht-Straße 29, 10178 Berlin, Germany (Bolt, We, Us or Our), and Bolt Operations OÜ, registration number 14532901 (Bolt Operations) with principal place of business at Vana-Lõuna tn 15, 10134 Tallinn, Estonia, shall apply in relation to: (i) the master contract concluded upon registration (**Master Contract**), (ii) the temporary rental of motor vehicles shown on the Bolt App (defined below) (**Motor Vehicles**) by Bolt to You within a defined service area (**Services**), and (iii) Your use of the platform operated by Bolt Operations, consisting of a mobile application, for accessing and using the Services (**Bolt App**).

If You need to get in touch with Us:

- Address: Karl-Liebknecht-Straße 29, 10178 Berlin, Germany
- E-Mail: germany-drive@bolt.eu
- Online: via the chat function in the Bolt App.

By accepting this Agreement, You agree to the application and content of this Agreement.

The following documents are binding and incorporated by reference into this Agreement:

1. the applicable prices, additional fees, penalties and any other price information and applicable charges as displayed on the Bolt App (**Price Schedule**) and in the Bolt Drive List of Penalties and Additional Fees available at the end of this Agreement in Annex A (**List of Penalties and Additional Fees**);
2. instructions, manuals (including, how to use the Motor Vehicle), and any other guidelines displayed on the Bolt App;
3. other business and product terms referred to in this Agreement, including service descriptions, policies and notices, including the Bolt Drive Privacy Notice (**Privacy Notice**) available on the Bolt App and at <https://bolt.eu/de-de/privacy/privacy-notice-bolt-drive/?category=boltDrive> and shall apply respectively (mutatis mutandis) to the processing of Your personal data in connection with the use of the Services; and
4. supplemental (if any) country- or city-specific terms applicable in the area where the drive is taken as displayed on the Bolt App and under the specific country section available at <https://bolt.eu/en/legal/>.

As Our services evolve, We may amend this Agreement by posting the amended Agreement on Our website or Bolt App and providing You with reasonable prior written notice thereof via e-mail and/or via the Bolt App. Your continued use of the Services after such posting constitutes Your consent to be bound by the Agreement as amended. In case of written objection (email sufficient) within 10 days of notification of the changes, Bolt reserves the right

to terminate this Agreement with immediate effect. In the event that an earlier version of this Agreement was still in force at the time the Motor Vehicle was reserved or put into use, that version shall remain in force for the duration of the use of the Motor Vehicle.

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1. Using the Bolt App

- 1.1. To be able to use Services You must download and install the Bolt App on Your personal device.
- 1.2. The Bolt App is available in multiple languages which can be changed in Your profile. In order to provide You with the Services, We or Bolt Operations may track Your device's location via the Bolt App. There may be restrictions for the provision of Services based on the location of Your device. These restrictions are apparent via the interface of the App. We do not provide Services in all jurisdictions. As the availability of our Services may change periodically, there is no final list of jurisdictions.
- 1.3. The Bolt App may be updated periodically in order to provide You with the best possible service. The services available via the Bolt App are only accessible with an internet connection. There are no specific technical requirements for the internet connection, however, the quality of the service may be affected by the internet speed. The Bolt App is available on Android and Apple devices in accordance with the latest software updates.
- 1.4. In case of any defects in the Bolt App, We and/or Bolt Operations 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 neither Bolt Operations nor We are not able to warrant unlimited faultless functioning of the Bolt App at all times. Neither Bolt Operations nor We accept any liability for any losses incurred as a consequence of the Bolt App dysfunction or not being usable in the desired manner.
- 1.5. Subject to Your compliance with the Agreement, Bolt Operations grants 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 in connection with Your use of the Services.
- 1.6. Bolt Operations and 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.

2. Registering Your Account

- 2.1. After downloading and installing the Bolt App, You must create a user account (**Account**). By creating an Account and accepting this Agreement, the Master Contract is entered into between You, We and Bolt Operations.
- 2.2. During the Account registration Your mobile number will be linked to Your Account and added to Our database. You must sign up by providing the requested information in the signup application and uploading necessary documentation. You must also acknowledge that you have read and understood this Agreement and the Privacy Notice.

- 2.3. You need to connect Your Account with Your valid credit or debit card or other payment method supported by the Bolt App (**Elected Payment Method**).
- 2.4. After submitting the signup application, You need to upload Your valid driving licence recognized in Germany to the Bolt App in accordance with Section 3 of the Agreement.
- 2.5. You must not 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.
- 2.6. You cannot allow any third party to use the User's Account.
- 2.7. You cannot disclose the Account login data to any third party. The User shall be responsible for ensuring the security of the Account and confidentiality of the User's login details. For this purpose, You must also protect the mobile device on which the Bolt App is installed from third party access with a password or a similar appropriate security mechanism (Face-ID, PIN, fingerprint).
- 2.8. 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 2.9 hereof; and
 - (e) understand that Bolt Operations has 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.
- 2.9. 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.
- 2.10. The Master Contract shall not create a right of the User to demand the conclusion of individual lease contracts.

3. Validating Driving Licence and Right to Drive

- 3.1. Users must upload and validate their identity and driving licence for the specific Motor Vehicle category recognized in Germany through the online validation process according to the instructions provided on the Bolt App. Driving licences recognized in Germany are such issued in the EU, EEA, UK and Switzerland.
- 3.2. Irrespective thereof, Bolt reserves the right to request at any time, for You to prove the validity of Your driving licence.
- 3.3. After successfully validating the driving licence, Bolt shall activate the User's 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.
- 3.4. The User has the right to use the Services if the User:
- (a) has reached the minimum age specified on the Bolt App;
 - (b) has a valid driving licence for the specific Motor Vehicles category for at least the time period specified on Bolt App; with regard to certain Motor Vehicle models a different minimum time period may apply which will be shown in the Bolt App;
 - (c) successfully validated their driving licence in the Bolt App through the online validation process;
 - (d) carry their valid driving licence with them during the entire rental period of the Motor Vehicle, which begins as of the moment of reservation of the Motor Vehicle and ends the moment the User has finished the drive and returned the Motor Vehicle in compliance with the Agreement (**Period of Use**), and comply with all conditions and requirements set out therein;
 - (e) health condition allows driving a Motor Vehicle in accordance with local traffic regulations; and
 - (f) has not used and is not under the influence of alcohol, narcotic drugs or psychotropic substances or under the influence of any other pharmaceuticals which might impair his/her fitness to drive.
- 3.5. If the User's legal right to drive is withdrawn, suspended, revoked or the User's driving licence is lost, the User must not use a Motor Vehicle. You must immediately stop using the Services and notify Bolt about the withdrawal, suspension, revocation of Your right to drive or loss of driving licence. Failing to do so shall lead to a permanent ban of Your Account.

- 3.6. The User is strictly prohibited from allowing any third party to drive the Motor Vehicle. Breaching this requirement shall lead to the application of the Additional Charges (as defined below) set out in the List of Penalties and Additional Fees, as well as to the permanent ban of Your Account.

4. Use of the Motor Vehicle

All Motor Vehicles are equipped with an electronic hardware device that secures the Motor Vehicle, allows the Motor Vehicle to be rented digitally (lock/unlock), and records and transmits to Bolt the location of the Motor Vehicle, the distance travelled by the Motor Vehicle, the time of use of the Motor Vehicle, the usage of fuel and other data related to the Motor Vehicle and its use (**IoT Device**).

4.1. Commencing the drive

- 4.1.1. Before starting a drive, a Motor Vehicle must be reserved in the Bolt App. A Motor Vehicle may be reserved free of charge for the time period indicated in the Bolt App. Free reservation time commences when you click “Reserve” (or equivalent button(s)) on the Bolt App. If the User will not commence driving during free reservation time or terminate the reservation of the Motor Vehicle and the free reservation time ends, then paid reservation time up to the time limit indicated on the Bolt App (if any) starts automatically. The User shall pay the fee for the paid reservation time stipulated in the Price Schedule. The User is allowed to terminate the reservation at any time and the User will be charged for the paid reservation time.
- 4.1.2. If the User has not commenced driving the Motor Vehicle by the end of the paid reservation time indicated in the Bolt App or 4 hours after the beginning of the paid reservation time, Bolt is entitled to terminate the reservation of that Motor Vehicle.
- 4.1.3. The Period of Use starts from the moment of reserving the Motor Vehicle.
- 4.1.4. On reaching the Motor Vehicle, the User must select an appropriate command and follow the instructions shown on the Bolt App in order to unlock the Motor Vehicle, or after completing the drive – to lock it.
- 4.1.5. The User shall examine the Motor Vehicle’s interior and exterior to ensure that the Motor Vehicle does not have clearly visible damages and shall undertake to check if all fittings and accessories of the Motor Vehicle such as the ignition key (if any), Fuel Card/Charging Card (as defined below) and the Motor Vehicle documents and manuals are in the Motor Vehicle. In case a label is attached to the damage, then such damage has already been reported to Bolt. If the User detects a damage without a label attached to it, the User shall immediately notify Bolt of any detected nonconformities by the contact details indicated in the Bolt App. Otherwise, all non-notified damages might be deemed as having occurred during the Period of Use by the User.
- 4.1.6. For starting the Motor Vehicle, use the ignition key kept inside the Motor Vehicle. If the Motor Vehicle does not need an ignition key, the Motor Vehicle shall be started by pressing the button and keeping the brake pedal pressed.

4.2. Operating Area, finishing the drive and returning the Motor Vehicle

- 4.2.1. The User can start and return the Motor Vehicle only in the Operating Area (as defined below) as indicated on the Bolt App. The User may return the Motor Vehicle outside the Operating Area only with the prior written consent of Bolt. If Bolt consents to return the Motor Vehicle outside the Operating Area, Bolt will charge the User Motor Vehicle's transportation costs back to the Operating Area in accordance with the List of Penalties and Additional Fees.
- 4.2.2. The User shall be obliged to return the Motor Vehicle in the condition that is no worse than the condition in which the Motor Vehicle was received, taking into account normal wear and tear. In case the User discovers any damage caused during the Period of Use, the User must notify Bolt immediately via the Bolt App.
- 4.2.3. The User may terminate the Period of Use at any time by returning the Motor Vehicle in accordance with this Agreement. In order to return the Motor Vehicle the User must:
 - (a) park the Motor Vehicle in the Operating Area as indicated on the Bolt App, in a place in which it could be publicly accessed at any time, and in compliance with the applicable traffic rules and regulations and/or other legal requirements, regulations or restrictions related to parking in the particular location of the Operating Area;
 - (b) turn off the engine and place the ignition key (if any) in a designated place in the Motor Vehicle;
 - (c) ensure that the User's or a third party's belongings are not left in the Motor Vehicle and cleans up after themselves (e.g. removing trash);
 - (d) ensure that all of the Motor Vehicle's documents, Fuel Card/Charging Card and other accessories are in the Motor Vehicle;
 - (e) ensure windows and doors are closed properly; and
 - (f) then choose the command "Finish ride" (or equivalent button(s)) on the Bolt App.
- 4.2.4. After completing all steps and making sure that the Motor Vehicle is locked, the Period of Use is deemed terminated by the User.
- 4.2.5. Within the Operating Area, the Motor Vehicle cannot be returned in:
 - (a) sites with barriers, except for special parking areas at the airports marked on the Bolt App (if any);
 - (b) underground parking lots;
 - (c) private parking areas (e.g. home yard) and resident-only parking areas;
 - (d) areas where the parking is allowed for a limited time (for example: parking allowed for 48 hours; parking allowed on even days);
 - (e) paid parking areas, except in public unsupervised for-fee parking areas managed by the local municipality; or

- (f) any other areas where parking is prohibited by traffic rules and regulations.
- 4.2.6. The User cannot return the Motor Vehicle if the Motor Vehicle is located outside the Operating Area, the Motor Vehicle's ignition is on, doors/windows are open, the engine is not turned off or for any other reason indicated to the User on the Bolt App.
- 4.2.7. Locations of the Operating Area from which the Motor Vehicle is collected and returned may be different. Some models of the Motor Vehicles indicated on the Bolt App or website, before starting the drive or the reservation, must be collected and returned to the same location of the Operating Area.
- 4.2.8. In case the User parks the Motor Vehicle in a paid parking area the User must pay for the parking at the User's own cost.
- 4.2.9. When parking the Motor Vehicle the User must take all steps to ensure the safety of the Motor Vehicle and items inside the Motor Vehicle (i.e., doors are locked, windows are closed, the lights and the multimedia console are turned off, ignition is off etc.), as well as the safety of third persons and assets.
- 4.2.10. If the Period of Use cannot be terminated, the User shall promptly notify Bolt accordingly and stay with the Motor Vehicle until Bolt's customer service has made a decision on how to proceed.
- 4.2.11. The User is prohibited from driving out of (exiting) the Federal Republic of Germany during the Period of Use. Bolt has a right to enforce this prohibition by applying contractual penalties as set in Annex A.
- 4.3. **Refuelling and recharging**
 - 4.3.1. A Fuel Card or Charging Card is available in each Motor Vehicle. Only the Fuel Card/Charging Card available in the Motor Vehicle may be used for refilling of fuel/recharging the battery to that Motor Vehicle. In case of use of the Fuel Card/Charging Card, the price of the fuel/charging is included in the Service Fee (as defined below) paid by the User and will not be charged separately to the User. The Fuel Card/Charging Card can be used only for purchasing fuel/charging the battery and not for other items.
 - 4.3.2. The User must refill the fuel tank only with a fuel type as permitted for the Motor Vehicle.
 - 4.3.3. Use of the Fuel Card/Charging Card for other vehicles or for the filling of fuel to any other container is strictly prohibited. If the User culpably breaches this prohibition, Bolt shall, in all cases, report misappropriation to the police and the User shall be obliged to pay Additional Charge (as defined below)s as indicated in the List of Penalties and Additional Fees in accordance with the Agreement.
 - 4.3.4. The User shall be obliged to safekeep the Fuel Card/Charging Card and leave it in the Motor Vehicle after using it. In case of loss of the Fuel Card/Charging Card, the User shall immediately, but no later than within 2 hours from becoming aware of the loss, notify the Bolt and shall be obliged to pay Additional Charges indicated in the List of Penalties and Additional Fees in accordance with the Agreement.

- 4.3.5. The User must not return the Motor Vehicle with an empty fuel tank. The fuel tank of the Motor Vehicle is considered empty if the fuel level is 10% or less.
- 4.3.6. If the fuel level of the Motor Vehicle falls down to 25% and the User refills the fuel tank of the Motor Vehicle with the Fuel Card in the nearest service station of the company which has issued the Fuel Card, then Bolt may provide the User with a discount.
- 4.3.7. In case an electric Motor Vehicle's battery level falls down to 20%, the User must finish the drive immediately and return the electric Motor Vehicle at the nearest charging station.

5. Accidents, Damage, Defects and Repairs

- 5.1. If the Motor Vehicle breaks down, alert signals are activated on the dashboard of the Motor Vehicle, suspicious extraneous noises can be heard or the Motor Vehicle cannot be further safely operated, the User shall immediately but no later than 1 hour of becoming aware of the problem depending on the level of danger (i) stop using the Motor Vehicle, (ii) notify Bolt in the Bolt App, and (iii) comply with further instructions provided by Bolt. Bolt is entitled to terminate the Period of Use unilaterally.
- 5.2. The User shall immediately report to Bolt through one of the available contact channels and to the respective public authorities (police, fire service, etc.) by telephone in case of any accident, theft, fire or damage caused or any other damage involving a Motor Vehicle driven by the User. In any such event, Bolt shall provide instructions to the User on how to proceed and the User must follow the instructions of Bolt. The User must complete a traffic accident declaration and carry out other necessary actions in order to prevent or reduce damages to the Motor Vehicle, other property and/or persons. This shall apply irrespective of whether the accident was caused by the User or by a third party or whether the damage is minor or not.
- 5.3. The User must notify Bolt through one of the available aforementioned contact channels of any accidents, damage and defects of the Motor Vehicle present at the commencement of the drive in accordance with Section 4.1.5.
- 5.4. The User shall, after consulting Bolt, take necessary measures to preserve the evidence and to mitigate the damage.
- 5.5. The User must not assume any liability or make any similar declarations to third parties in the event of an accident involving a Motor Vehicle driven by the User. Where the User makes a declaration assuming liability in spite of this prohibition, such declaration shall exclusively apply to the User personally. Neither Bolt nor the insurer of the Motor Vehicle shall be bound by such declaration.
- 5.6. Bolt shall be entitled to any compensation paid in relation to damage to the Motor Vehicle. If the User has received any such payments, the User has to inform Bolt immediately via the available aforementioned contact channels and shall transfer such payments to the bank account indicated by Bolt.
- 5.7. Only Bolt is entitled to choose the repair shop for repairing the Motor Vehicle in case of defects and damage.

- 5.8. In case of an accident after which the Motor Vehicle can no longer be moved, the Period of Use shall end at the latest upon handover of the Motor Vehicle to a towing company approved by Bolt.

6. Service Fee

- 6.1. The service fee (**Service Fee**) reflects the total price including all price components and, as a rule, comprises the summation of:
- (a) Period of Use: calculated from the moment of unlocking the Motor Vehicle, or in case of a paid reservation, from the moment the paid reservation time commences, until the moment of return of the Motor Vehicle to the Operating Area and the completion of the ride as set forth in Section 4.2.3;
 - (b) Distance travelled: calculated by multiplying the number of kilometres travelled by the Motor Vehicle during the Period of Use by the price of one kilometre indicated in the Price Schedule. The distance covered by the Motor Vehicle shall be rounded up to the nearest (higher) kilometre;
 - (c) If applicable and as shown in the Bolt App, the minimum fee for the Services and the paid reservation time; and
 - (d) Applicable taxes and other local government charges, which have to be charged and collected by Us.
- 6.2. The Service Fee will be displayed and charged in accordance with the Agreement and the Price Schedule valid at the time of use of the Services. Different methodologies to calculate the Service Fee may be applied, including but not limited to, fixed price based on destination, and hourly and daily packages. The Service Fee may also be calculated based on dynamic demand-based pricing. The different methodologies and offers will always be detailed and explained in the Price Schedule.
- 6.3. The initial reservation time of the Motor Vehicle - the length of which is indicated on the Bolt App - is free of charge. When the initial reservation time has ended and the User does not commence driving or terminate the reservation, then paid reservation time up to the time limit indicated on the Bolt App (if any) starts automatically.
- 6.4. You are responsible for paying all applicable road taxes, parking fees in private or public parking lots and all other applicable fees not included in the Service Fee.
- 6.5. For the processing and managing of traffic violations, public or private parking violations, accidents and damages caused to the Motor Vehicle (**Incidents**), as well as any fees, penalties, fines, charges, taxes and/or any other expenses incurred by Bolt, either in Bolt's name or on Your behalf (**Charges**), that result from Your use of the Services or from You violating this Agreement or any law, rule, regulation, ordinance or the like while using the Services, Bolt is entitled to charge You an administrative fee for each instance in accordance with the List of Penalties and Additional Fees (**Administrative Fee**), which will be less than EUR 30,00. Bolt will not charge You the Administrative Fee insofar as You prove that You are not responsible for the costs incurred or that no costs were incurred.

7. Payments and invoicing

- 7.1. Depending on the payment options supported for the given location of the journey, You can pay the Service Fee with In-App Payment as available through the Bolt App.
- 7.2. You authorise Us to charge Your Elected Payment Method linked to Your Account for the Service Fee pursuant to this Agreement. Bolt automatically debits the Service Fee from Your Elected Payment Method. You need to ensure that Your Elected Payment Method has sufficient funds.
- 7.3. We may automatically pre-authorise an amount from Your Elected Payment Method to confirm the availability of the payment. 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..
- 7.4. You agree that We may, at our sole discretion and after reviewing the merits, decide to pay the Charges defined in Section 6.5 to the relevant (private or public) third party Ourselves, regardless of whether We receive these Charges directly or on Your behalf, provided that the Charges result from Your use of the Services or from You violating this Agreement, the rules displayed in the Bolt App or any law, rule, regulation, ordinance or the like while using the Services. You also agree that We are entitled to a reimbursement of the Charges plus the Administrative Fee.
- 7.5. You hereby consent to Bolt debiting the Charges in their original currency, the resulting Additional Charges and other Additional Charges (as defined below), including the Administrative Fee, from Your Elected Payment Method without Your intervention. After prior verification of factual circumstances, the amounts will be deducted either by User's consent given via the Bolt App or automatically 14 days after notifying the User, whichever occurs before. In certain cases, We may also notify You and request that You transfer the amounts to a designated bank account. You hereby acknowledge and consent to the payment deadline for Additional Charges, Administrative Fees and damage claims of 14 calendar days.
- 7.6. If You disagree with the Charges, or would like to make a complaint in respect thereof, Additional Charges and/or Administrative Fee, 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.
- 7.7. If the payment of the Service Fee, Charges, Additional Charges or Administrative Fee 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 all Our collection costs, including without limitation reasonable legal fees, if You do not pay the amounts owed to Us in due time.

- 7.8. 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.
- 7.9. If Bolt is unable to pre-authorise an amount from Your Elected Payment Method as indicated in Section 7.3 or debit the Service Fee from Your Elected Payment Method as indicated in Section 7.2, then Bolt is entitled to suspend or terminate the Period of Use. In such a case, You are obliged to finish the drive immediately and return the Motor Vehicle to the Operating Area or follow other instructions provided by Bolt. The Period of Use will be suspended until You pay the Service Fee.
- 7.10. In case the User has previously failed to pay the Service Fee in due course, Bolt is entitled to request the User to pay the Services upfront, before starting to use the Services.
- 7.11. When making payments by cards, carrier billing and other payment methods (e.g., Bolt Business) via the Bolt App (**In-App Payment**), Bolt is not responsible for possible third-party payment costs (e.g., mobile operators, bank fees) that arise on part of the User. 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 payment method.
- 7.12. 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: germany-drive@bolt.eu. Bolt will resolve any In-App Payment related complaints and applications as expeditiously as possible but no later than within 15 days.
- 7.13. After each provision of Services, Bolt shall create and forward a receipt or an invoice to the User for the Service Fee, including surcharges, for the provision of the Services. Receipts or invoices will be issued in accordance with the applicable laws. The receipt or invoice of each provision of the Services is available on Your Account.
- 7.14. We hereby authorise our affiliate, Bolt Operations, to act as Our commercial agent in relation to this Agreement. Bolt Operations has the right to negotiate and conclude this Agreement with You on Our behalf, including, but not limited to, collect the Service Fee, the Charges, the Additional Charges, the Administrative Fee or other fees payable by You under this Agreement on Our behalf and to forward the relevant funds to Us. Your payment obligation arising from this Agreement is deemed to be fulfilled when the respective payment is credited onto the payment account of Bolt Operations. You hereby acknowledge that such authorisation has been granted to Bolt Operations.
- 7.15. 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.

- 7.16. 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 Service Fee 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 other applicable fees not included in the Service Fee, including damages, the Charges, the Additional Charges, the Administrative Fee, and any other fees in accordance with this Agreement, the Price Schedule and the List of Penalties and Additional Fees. That means Bolt may charge You or the third party with such amounts, 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 amounts and Services used under Bolt Business.

8. User's obligations and responsibilities

8.1. The User must:

- (a) treat and use the Motor Vehicle according to its intended purpose, in a regular manner and prudently, observe the provisions of the manufacturer's operation manual and drive in safe and carefully, environmentally sound and fuel-efficient way;
- (b) notify Bolt immediately of any damage to the Motor Vehicle, including resulting from violence or accident or of any soiling; the User shall undertake to immediately notify Bolt and the respective public authorities (e.g., police, fire service) if the Motor Vehicle is destroyed, damaged, breaks down or otherwise becomes improper for use, as well as inform about circumstances preventing operation and use of the Motor Vehicle;
- (c) prudently protect the Motor Vehicle against theft (windows must be closed and the central locking locked);
- (d) check the operating liquids and the tire pressure on extended trips at regular intervals and, if necessary, adjust them;
- (e) check the Motor Vehicle for obvious defects prior to driving;
- (f) comply with all applicable laws and regulations, including traffic laws and regulations, as well as with the rules of public and private parking areas utilised by the User;
- (g) stop immediately if a warning light flashes up in the dashboard display and contact Bolt to discuss whether the trip may be continued;
- (h) ensure that, when using an electric Motor Vehicle, the battery has sufficient capacity at the time of starting the trip in order to bring the vehicle back into Operating Area after the ride and to be able to properly start the charging process, if applicable;
- (i) use the Motor Vehicle within the Operating Area indicated in the App. The User is allowed to use the Motor Vehicle outside the Operating Area only with the prior consent of Bolt;

- (j) indicate to Bolt the precise location of the Motor Vehicle at any time if requested and permit an inspection of the Motor Vehicle upon Bolt's request; and
- (k) ensure, before starting the ride, that there are no unsecured items in the passenger compartment (including waste) and all objects in the Vehicle are properly secured, taking into account their size and weight.

8.2. The User must not:

- (a) drive the Motor Vehicle under the influence of alcohol, narcotic drugs or psychotropic substances or under the influence of pharmaceuticals which might impair his/her fitness to drive. Bolt has a zero alcohol policy, a strict ban on alcohol (0.0‰) applies and Bolt is entitled to claim Additional Charges (as defined below) in accordance with Section 5.1 (g) in case of violation;
- (b) drive the Motor Vehicle if the User is sick or tired, or where the User's driving may pose a risk to traffic safety, the Motor Vehicle, or to other persons;
- (c) drive carelessly, aggressively or negligently, including by participating in illegal racing or drifting, any other use of the Motor Vehicle not for regular commute or transportation. The foregoing examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Motor Vehicle is deemed a violation of this Agreement. All Motor Vehicles are equipped with an IoT Device that allows Us to identify any misuse of the Motor Vehicles;
- (d) use the Fuel Card to fuel vehicles other than the Motor Vehicle to which the Fuel Card is assigned or to use the Charging Card to charge vehicles other than the electric Motor Vehicle to which the charging card is assigned;
- (e) deactivate the passenger airbag, unless this is necessary to transport children or babies with a necessary seat elevation/ child seat installed in accordance with Section 8.2 (f) below. If the passenger airbag has been deactivated, the User must re-activate the passenger airbag when ending the trip;
- (f) transport children or babies without a necessary seat elevation/ child seat. The User must observe all instructions of the manufacturer relating to the installation of child seats;
- (g) use the Motor Vehicle for off roading trips, motor sports events or races of any kind, vehicle tests, driving trainings, for transporting persons on commercial terms or commercial transports (e.g., courier services, pizza delivery), except with the specific prior written consent of Bolt;
- (h) allow a third person to use Your Account and/or drive the Motor Vehicle;
- (i) sublease the Motor Vehicle, assign any of the rights and duties hereunder, or transfer the Motor Vehicle to another person;
- (j) use the Motor Vehicle for towing other vehicles, unless required to ensure road safety;

- (k) use the Motor Vehicle to transport dangerous good and easily inflammable, poisonous or otherwise hazardous substances to the extent they significantly exceed household quantities;
- (l) use the Motor Vehicle to transport objects or substances that might impair driving safety or damage the interior of the Motor Vehicle due to their nature, size, form or weight;
- (m) use the Motor Vehicle to commit misdemeanours, criminal offences or other activities prohibited by applicable laws and regulations;
- (n) smoke and/or vape or allow others to smoke or vape in the Motor Vehicle;
- (o) take pets into a Motor Vehicle, unless they are in a closed transportation box that is safely placed in the Motor Vehicle or its trunk;
- (p) grossly soil the Motor Vehicle or leave any kind of waste in the Motor Vehicle;
- (q) carry more passengers than the number permitted by the Motor Vehicle registration;
- (r) carry out repairs or any alterations to the Motor Vehicle or have such repairs or alterations carried out on the User's own authority;
- (s) hide or try to hide the damages of a car accident or avoid responsibility of a car accident/damages; or
- (t) attempt to access the IoT Device to read, copy, change or delete the data or otherwise interrupt the normal operations of the IoT Device.

9. User's liability

9.1. The User is liable:

- (a) for any and all damages that occur to the Motor Vehicle and are culpably caused by the User, Bolt or a third party or their property during the Period of Use or while the Motor Vehicle is in the User's possession or control, including the entire time the Motor Vehicle is reserved by the User, including for culpable violation of this Agreement and/or any applicable laws and regulations. Such damages include theft or loss of Motor Vehicle, its keys (if the Motor Vehicle has any) and/or accessories, including Fuel Card/Charging Card, the repair costs for the Motor Vehicle and third-party property, injuries to third parties, costs associated with related recovery or transportation of Motor Vehicles, incidental damage, e.g. expert's fees, towing charges, diminished value, additional administration costs, and the loss of use of Motor Vehicles or third party property;
- (b) for any and all damages that occur as a consequence of culpable traffic offences, misdemeanours or criminal offences committed with the Motor Vehicle. The User shall pay all resulting costs and damages and shall waive Bolt fully from any claims of third parties;

- (c) for any and all damages that have been culpably caused to the Motor Vehicle, Bolt or third party or their property by a third party whose possession the Motor Vehicle was given by the User in violation of the Agreement;
 - (d) for paying any third party charges and fees, including contractual penalties, received while operating the Motor Vehicle, which are culpably caused by the User. The User is aware that Bolt may share the relevant personal data of the User with third parties for processing the claim; and
 - (e) for paying the Service Fee, the Charges, the Additional Charges, the Administrative Fee and any other fees in accordance with this Agreement, the Price Schedule and the List of Penalties and Additional Fees. Bolt's right to claim for damages shall remain unaffected. In this case, the Additional Charges, if any, shall be deducted from such damages. If Bolt Business is used, clause 7.15 shall apply.
- 9.2. If the User causes a traffic accident or if the User causes damage to the Motor Vehicle, the liability of the User shall be limited to EUR 1,000.00. This limitation of liability applies only if (i) the Motor Vehicle has been used in compliance with this Agreement, (ii) the traffic accident and/or damage caused to the Motor Vehicle is caused due to the User's accidental carelessness, (iii) the damage has been notified without delay in accordance with Section 8.1 (b) and (iv) the User cooperates with Bolt to solve the situation. The limitation of liability does not apply in case the User has violated this Agreement and/or damages are caused by the User's intent or gross negligence.
- 9.3. The User is not liable for any violation committed, or damage caused at the fault of Bolt and/or a third person except in case the User is responsible for acts of such third party under this Agreement.
- 9.4. The User is not liable for any failures of the Motor Vehicle caused by previous use, operation or normal wear and tear, if the User immediately notifies Bolt through one of the available contact channels and complies with the instructions given by Bolt.
- 9.5. In the event of any breach of this Agreement, including a default in payment, Bolt is entitled to temporarily or permanently suspend, restrict or terminate the provision of the Services, and Bolt Operations is entitled to temporarily or permanently block access to the Bolt App and Account with immediate effect. The User will be informed thereof by e-mail or via the Bolt App.
- 9.6. Bolt will report illegal activities to the relevant authorities and cooperate with them.
- 9.7. If there is a deductible applicable for the compulsory third party motor insurance, we can claim you the deductible we receive from the insurance provider, but not more than 750 EUR. Please note that this liability is independent from the damage liability to the Motor Vehicle as set in section 9.2.

10. Contractual penalties and lump sum costs

- 10.1. In case the User violates this Agreement, Bolt has a right to claim the contractual penalties and lump sum costs indicated in this Agreement and in the List of Penalties and Additional Fees available at the Bolt App and Our website (Additional Charges).

The payment of Additional Charges shall not release the User from the obligation to perform the relevant obligations set forth in this Agreement. The User shall pay Additional Charges to Bolt:

- (a) for lost or damaged accessories of the Motor-Vehicle, including but not limited to, the Motor Vehicle key;
- (b) for not returning the Motor Vehicle key after finishing the ride and failing to notify Bolt about it within 30 minutes after the end of the ride;
- (c) for damaged Motor Vehicle interior or exterior (e.g., scratches, dents), or any parts and equipment of the Motor Vehicle;
- (d) for smoking or vaping inside the Motor Vehicle;
- (e) for finishing the ride outside the country- or city-specific area specified on the Bolt App within which the User can commence driving, finish driving and return the Motor Vehicle (**Operating Area**);
- (f) for misuse of the fuel card available in the Motor Vehicle (excl. electric Motor Vehicle) for purchasing fuel at a petrol/gas/service station and refuelling the Motor Vehicle (**Fuel Card**), or of the charging card available in the electric Motor Vehicle for purchasing electricity at a charging station and charging the electric Motor Vehicle (**Charging Card**);
- (g) for any extraordinarily aggressive or reckless driving dangerous to road safety, disobeying speed limits and traffic rules, illegal racing or drifting, or any other use of the Motor Vehicle not for regular commute;
- (h) for driving under the influence of alcohol, narcotic drugs, psychotropic substances and/or other psychoactive substances;
- (i) for abandoning the Motor Vehicle without notice;
- (j) for allowing another person to use Your Account and/or drive the Motor Vehicle;
- (k) for registering multiple Accounts, creating a fake or illicit Account with Bolt, creating an Account by using illicit or false information, including by using a third party's personal details, contact information or driving licence information;
- (l) for stealing or attempting to steal any equipment, accessories and items from the Motor Vehicle, including but not limited to the key, Fuel Card, Charging Card, child seat and fuel;
- (m) for fuelling the Motor Vehicle with the wrong fuel;
- (n) for leaving the Motor Vehicle interior dirty with food, liquids or any other items that should be disposed of beyond normal use;
- (o) for failing to immediately inform Bolt about damages to the Motor Vehicle and Incidents, as well as for failing to immediately inform Bolt and/or the relevant authorities about traffic accidents;

- (p) for stealing or attempting to steal the Motor Vehicle;
 - (q) for returning the Motor Vehicle with an empty fuel tank, meaning 10% or less of the Motor Vehicle's fuel tank or 20% or less of the electric Motor Vehicle's battery level; and
 - (r) for failing to pay applicable road taxes, parking fees in private or public parking lots and other applicable fees not included in the Services Fee;
 - (s) for other violations and breaches, as indicated in the List of Penalties and Additional Fees that Bolt may update unilaterally from time to time upon notifying You.
- 10.2. Bolt will not charge You the Additional Charges insofar as You prove that You cannot be accused of culpable behaviour or insofar as You prove that You are not responsible for the costs incurred or that no costs were incurred.
- 10.3. Bolt's right to claim further damages under the statutory conditions shall remain unaffected. However, the Additional Charges shall be credited to any further claims.
- 10.4. Bolt has the right to reduce the amount of the Additional Charges on its discretion considering the consequences of each breach and other relevant circumstances.
- 10.5. For the avoidance of doubt, a change in the burden of proof to the detriment of the User is not associated with the above provisions.
- 10.6. The Additional Charges 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.

11. Bolt's obligations and responsibilities

- 11.1. Bolt shall undertake to ensure that the Motor Vehicle is in good order and condition and is suitable for use and operation for the purpose set out in the Agreement. The faults or malfunctions, which do not have an impact on traffic safety and shall not have an impact in the short run, as well as defects which are not the consequence of improper maintenance of the Motor Vehicle, shall not be recognised as defects.
- 11.2. In no event shall Our aggregate liability for any and all claims arising out of this Agreement, including those based on tort or other grounds, exceed EUR 1,000.00 or the amount of the fees paid to Us for the Services during which the incident, accident or event that caused the claim/s to arise occurred, whichever is lower. We do not however limit Your right to claim for damages or use any other legal remedies provided by law upon non-compliance of our Services with this Agreement.
- 11.3. 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 related to use of the Services;
 - (b) the damage caused by the User to third persons while using the Services;
 - (c) any indirect or consequential losses, including loss of profit; and

- (d) losses exceeding the price of the Services that were not provided or were provided improperly.
- 11.4. If Bolt notices lost belongings in a Motor Vehicle, Bolt will give immediate notice to the owner, or, if the owner is unknown, to the responsible authority. However, beyond that, Bolt shall not be liable for any belongings left in a Motor Vehicle or stolen from a Motor Vehicle irrespective of whether such belongings belong to the User or third party. All belongings found in a Motor Vehicle will be disposed of or donated after 30 days of finding them.
- 11.5. Bolt shall not be held liable for the User's losses incurred by him/her as a result of their inability to use the Motor Vehicle, in the event of an accident or for other reasons beyond Bolt's control.
- 11.6. All exclusions and limitations of Bolt's liability in this Agreement shall not apply in cases of intent or gross negligence, in case of culpable injury to life, body or health, claims under the German Product Liability Act (*Produkthaftungsgesetz*) and in the event of liability based on claims under data protection law.
- 11.7. All exclusions and limitations of Bolt's liability in this Agreement shall further not apply in the event of a breach of material contractual obligations, i.e. obligations the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the User regularly relies on and may rely on. However, liability for breach of material contractual obligations shall be limited to compensation for foreseeable damage typical for the contract, unless We are liable on the basis of intent or gross negligence, injury to life, body or health, claims under the German Product Liability Act (*Produkthaftungsgesetz*) or in the event of liability based on claims under data protection law.

12. Termination

- 12.1. Bolt is entitled to terminate the Period of Use unilaterally in accordance with the Agreement.
- 12.2. The User is entitled to terminate the Period of Use unilaterally in accordance with the Agreement.
- 12.3. Bolt is entitled to take back the Motor Vehicle and replace it with a comparable Motor Vehicle at any time in coordination with the User.
- 12.4. The Master Contract shall be concluded for an indefinite period. The User and Bolt are entitled to terminate the Master Contract for convenience upon 2 weeks' notice in text form. The User's and Bolt's right of extraordinary termination remains unaffected.

13. Right of withdrawal

You have a statutory right to withdraw from the Master Contract pursuant to the following provisions:

Instructions on withdrawal

You have the right to withdraw from the Master Contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the Master Contract.

To exercise the right of withdrawal, You must inform us, Bolt Services DE GmbH, Karl-Liebknecht-Straße 29, 10178 Berlin, E-Mail: germany-drive@bolt.eu, of Your decision to withdraw from the Master Contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form (**Annex B**), but it is not obligatory. To meet the withdrawal deadline, it is sufficient for You to send Your communication concerning Your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If You withdraw from the Master Contract, We shall reimburse You all payments received from You without undue delay and in any event not later than 14 days from the day on which We are informed about Your decision to withdraw from this Master Contract. We will carry out such reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of such reimbursement.

If You requested to begin the performance of services during the withdrawal period, You shall pay Us an amount which is in proportion to what has been provided until You have communicated Us Your withdrawal from the Master Contract, in comparison with the full coverage of the Master Contract.

14. Other important terms

- 14.1. This Agreement, the Master Contract, the Services and Your use of the Bolt App for accessing and using the Services shall be governed by and construed in accordance with the laws of Germany. 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).
- 14.2. Your obligations may be governed by laws of the Operating Area, for example, traffic and parking laws and regulations applicable in the Operating Area (Local Laws) and You agree to comply with any such Local Laws.
- 14.3. In the event that You move your place of residence or habitual residence out of Germany or your place of residence or habitual residence is not known at the time the action is brought, the exclusive place of jurisdiction shall be Our registered office (Berlin, Germany).. 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>.

- 14.4. In the event of conflict between a provision of this Agreement and a provision of the terms and conditions for Your applicable Operating Area, the provision of the terms and conditions of the Operating Area shall prevail to the extent of the conflict.

Annex A - List of Penalties and Additional Fees

If You follow Bolt Drive Terms and Conditions for Germany and observe traffic and parking regulations, You can rest assured that the Additional Charges will not apply to You. Please make sure to drive safely, respectfully and defensively.

	Violation	Contractual Penalty/ Charge*
1	Using Bolt Drive under the influence of alcohol, drugs, or any psychotropic or psychoactive substances.	EUR 2,000
2	Disobeying speed limits, traffic regulations, traffic signalling, illegal racing or drifting, or any other use of the Motor Vehicle not for regular commute.	EUR 250
3	Abandoning the Motor Vehicle without notice.	EUR 250
4	Lost or notable damaged accessories of the Motor Vehicle, including but not limited to, the Motor Vehicle key, IoT device, sound or media system, dash camera or floor mats.	EUR 349
5	Motor Vehicle key not returned after finishing the ride and failure to notify Bolt about it within 30 minutes after the end of the ride.	1 EUR/min after 30 minutes expired, limited to EUR 199 for 24h, further limited to EUR 500
6	Smoking or vaping inside the Motor Vehicle.	EUR 99
7	Leaving the Motor Vehicle interior dirty with food, liquids or any other items that should be disposed of beyond the normal use of the Motor Vehicle. This includes transporting animals without proper equipment.	EUR 69
	Leaving the Motor Vehicle interior dirty with substances needing special cleaning (like oil, paint, bodily fluids, solvents etc.)	EUR 150
8	Any notable damages caused to the interior or exterior of the Motor Vehicle (e.g., scratches, dents), as well as to the Motor Vehicle parts and equipment.	EUR 1000

9	Allowing a third party to use Your Account or drive the Motor Vehicle.	EUR 250
10	Registering multiple Accounts.	EUR 10
11	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.	EUR 1,000
12	Failing to immediately inform Bolt about damages to the Motor Vehicle and Incidents, as well as failing to immediately inform Bolt and/or the relevant authorities about traffic accidents.	EUR 500
	Failing to provide sufficient and relevant information regarding the damages to the Motor Vehicle and Incidents	EUR 50
13	Finishing a ride outside of the Bolt Drive Operating Area without Bolt's prior written consent.	EUR 199 + 1 EUR/km to the closest Operating Area, for up to 25 km. 199 EUR + direct costs for distances over 25 km.
14	Attempting to steal or stealing equipment, accessories and items from the Motor Vehicle, including but not limited to, the key, Fuel Card, Charging Card, child seat and fuel. Attempting means taking a direct and immediate step towards the realisation of the offence as envisaged by them attempts to commit the offence.	EUR 349
15	Fueling the Motor Vehicle with the wrong fuel.	EUR 300 + any direct costs related to the incident.
16	Misuse of the Fuel Card or the Charging Card.	EUR 50
17	Attempting to steal or stealing a Motor Vehicle. Attempting means taking a direct and immediate step towards the realisation of the offence as envisaged by them attempts to commit the offence.	EUR 1,500

18	Returning the Motor Vehicle with an empty fuel tank, meaning 10% or less of the Motor Vehicle's fuel tank, or failing to finish the drive and return an electric Motor Vehicle plugged and charging at the nearest charging station when the battery level is lower than 20%.	EUR 29
19	Failing to observe public or private parking rules, or failing to pay applicable road taxes, parking fees and other applicable fees not included in the Services Fee.	EUR 80 + Amount of the charge or fine received by Bolt
20	Exiting the Federal Republic of Germany to another country.	EUR 250 to 500
21	Administrative fee for refuelling the Vehicle in non-designated fuelling stations.	EUR 15
22	Service drive to the Vehicle due to the fault of the customer.	EUR 100 + 1 EUR/km
23	Road-side assistance provided to the User due to the fault of the User (Lost keys, empty fuel tank, flat tire).	EUR 100
24	Administrative fee for processing accidents (Processing of towing operations, accidents and vehicle damage)	EUR 100

* The Additional Charges 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 this Agreement)

To Bolt Services DE GmbH (Karl-Liebknecht-Straße 29, 10178 Berlin; e-mail: germany-drive@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]*