

Updated: May 2024

## **General Terms to Bolt Food delivery service with the Delivery Partner**

These General Terms shall apply to all relations between Bolt and the Delivery Partner in the course of using the Bolt Food Platform, as defined below.

### **1. DEFINITIONS**

#### **Actual Delivery Cost**

means the actual total cost of each delivery to be reimbursed to the Delivery Partner. The amount of the Actual Delivery Cost is calculated in accordance with Section 7.1 below.

#### **Agency Fee**

means the fee payable to Bolt by the Delivery Partner in accordance with Section 7.5 below for the provision of agency services to the Delivery Partner.

#### **Balance**

account balance of the Delivery Partner on Bolt Food Platform calculated in accordance with Section 8 below.

#### **Bolt**

means Bolt Operations OÜ, registry code 14532901, address Vana-Lõuna 15, Tallinn 10134, Estonia, e-mail address [latvia-food@bolt.eu](mailto:latvia-food@bolt.eu).

#### **Bolt Business Customer**

means a person or entity acting in its commercial and/or professional capacity administrating and paying for the use of Bolt Food Platform by its authorised Users.

#### **Bolt Business Feature**

means the feature of the Bolt Food Platform through which the Bolt Business Customer's authorised Users can place Orders at the Bolt Business Customer's cost.

#### **Bolt Food Platform**

means the delivery platform subject to Regulation (EU) 2019/1150 operated by Bolt as the information society service that (i) enables the Partner to market its Goods with delivery option to Users and enter into Sales Agreements for the sale of Goods to Clients, (ii) enables the Users to place Orders of Goods with the Partner, enter into the Sales Agreements as Clients and arrange the delivery of the Order from a Delivery Partner and (iii) enables the Delivery Partner to offer delivery services to the Clients for the delivery of the Orders.

#### **Client**

means any User of the Bolt Food Platform that has placed an Order and enters into a Sales Agreement with the Partner and a Delivery Agreement with the Delivery Partner. Bolt Business Customer shall have the same rights as the Client has under these General Terms with regards to the following: i) the invoice or receipt regarding the Order shall be issued to the Bolt Business Customer along with any refund (if applicable) and ii) the Bolt Business Customer can raise complaints and request information in relation to the Order placed through the Bolt Business Feature.

#### **Confidential Information**

means know-how, trade secrets and other information of a confidential nature (including, without limitation, all proprietary technical, industrial and commercial information, customers' and suppliers' data and techniques in whatever form held as well as any information regarding: (i) the business; and (ii) the contents of the General Terms.

#### **Delivery Agreement**

means the agreement between the Client and the Delivery Partner for the delivery of the Order, concluded through the Bolt Food Platform.

#### **Delivery Partner**

means any natural person, sole entrepreneur or legal entity who has been registered in the Bolt

Food Platform as a provider of delivery services to Clients with respect to Goods ordered through the Bolt Food Platform. All Delivery Partners act as business users of the Bolt Food Platform in accordance with Regulation (EU) 2019/1150.

**Delivery Fee**

means the fee for the delivery services related to an Order, that the Client pays to the Delivery Partner under the Delivery Agreement. The Delivery Fee is calculated in accordance with the principles set out in Section 7.

**Drop-Off Location**

means the address indicated on the Order, where the Client wishes to receive the ordered Goods.

**General Terms**

means these terms and conditions applicable to the relationship between Bolt and the Delivery Partners in relation to the use of the Bolt Food Platform by the Delivery Partners.

**Goods**

means any goods that the Partner sells through the Bolt Food Platform.

**Marketplace**

means the arrangements and functionalities of the Bolt Food Platform that facilitate the use of on-demand delivery services provided by the Delivery Partners.

**Marketplace Fees**

means the fees that are payable to the Delivery Partners in accordance with Section 7.4.

**Minimum Order Value**

means the amount determined by the Bolt Food Platform which indicates the minimum Goods Price for which the Small Order Fee does not apply.

**Small Order Fee**

means the fee payable by Client to the Delivery Partner determined by the Bolt Food Platform and applied for Orders that do not meet the Minimum Order Value in accordance with Section 7.3.

**Order**

means the order of Goods that the Client has placed with the Partner.

**Order Price**

means the price that the Client has to pay for the purchase and delivery of the Order.

**Partner**

means the operator of any restaurant or store that Bolt has concluded an agreement with and where relevant, each and every establishment through which the operator conducts its business.

**Request**

means a signal sent out to one or more Delivery Partners, indicating the time and location of Order pick up.

**Tips**

means a voluntary amount paid by the Client to the Delivery Partner for the delivery service.

**User**

means any person that has registered a user account on the Bolt Food Platform and uses the services of the Bolt Food Platform through that user account.

**2. LEGAL FRAMEWORK**

2.1. The Bolt Food Platform enables the Client to order Goods from Partners and arrange the delivery of the Orders to the Client.

2.2. For the delivery of the Order, the Client enters into a Delivery Agreement directly with the Delivery Partner. The Delivery Agreement is deemed to be concluded from the moment that the

Delivery Partner has accepted the Request through the Bolt Food Platform. The Request is sent to a Delivery Partner who is the closest to the Partner preparing the Order and who would deliver the Order to the Client the fastest. The Delivery Partner is free to accept, reject or ignore the Request. The Delivery Agreement is concluded through an offer and acceptance model based on the Client's Order under the local laws.

2.3. By operating the Bolt Food Platform, Bolt acts only as a provider of the information society service and is not a party to the Delivery Agreement. Bolt does not in any way direct or control the Delivery Partner in connection with performing the delivery services. The Delivery Partner is not employed by Bolt and does not act as Bolt's subcontractor, but provides the delivery service to the Client as an independent contractor. The Delivery Partner may appoint an authorised person to provide the delivery service on behalf of and in the name of the Delivery Partner. Bolt is not in any way involved and does not have any oversight of the agreement between the Delivery Partner and its authorised persons. Each such authorised person will have an account to use the Bolt Food Platform. These accounts are owned and managed by the Delivery Partner via a fleets' portal. The Delivery Partner shall ensure that its authorised persons act in compliance with these General Terms.

2.4. The Delivery Partner and its authorised persons providing the delivery services on behalf of and in the name of the Delivery Partner are at least 18 years of age.

2.5. The Delivery Partner hereby authorises Bolt to act as the agent for the Delivery Partner's commercial agent in relation to any Delivery Agreements. The Delivery Partner hereby grants Bolt a right to negotiate the Delivery Agreement with the Client or the Bolt Business Customer on the Delivery Partner's behalf, including, but not limited to, collect on the Delivery Partner's behalf the Delivery Fee or other fees payable by the Client or Bolt Business Customer to Delivery Partner under the Delivery Agreement and to forward the relevant funds to the Delivery Partner in line with these General Terms. The Delivery Partner acknowledges that in this case the payment obligation of the Client or Bolt Business Customer arising from the Delivery Agreement is deemed to be fulfilled when the respective payment is credited to the payment account of Bolt.

2.6. The Delivery Partners are free to provide delivery services on other platforms, including Bolt's competitors, at the same time (i.e. multi-apping). The Delivery Partners are under no exclusivity and/or non-compete obligation towards Bolt.

2.7. The Delivery Partners are free to have their own client base (if applicable). The Delivery Partners can block a specific Client and/or Partner if the Delivery Partner no longer wishes to deliver from a specific Client and/or Partner.

2.8. The Delivery Partners are free to use substitutes and/or subcontractors while providing the delivery services. In such cases, the substitute and/or the subcontractor shall provide the delivery services on behalf of the Delivery Partner, provided that the substitute and/or the subcontractor has a personal account to use the Bolt Food Platform.

2.9. The Delivery Partners are not subject to any assessment or rating by Bolt in regards to the delivery services and are completely free in how the services are performed.

2.10. All Delivery Partners acting on the Bolt Food Platform shall be considered traders within the meaning of Directive (EU) 2005/29.

2.11. Bolt is entitled to share with the relevant tax authorities any information required under Council Directive (EU) 2021/514 of 22 March 2021 amending Directive 2011/16/EU on administrative cooperation in the field of taxation, including but not limited to any consideration paid or credited to the Delivery Partner in connection with the activities carried out through the Bolt Food Platform. Where the Delivery Partner does not provide the information required under the Directive referred to above, Bolt is entitled to (i) terminate these General Terms, (ii) prevent

the Delivery Partner from re-registering on Bolt Food Platform and (iii) withhold the payment under Section 7 to the Delivery Partner as long as the Delivery Partner does not provide the information requested.

### **3. MEANS OF DELIVERY**

3.1. The Delivery Partners may choose the means for providing the delivery service at their own discretion. The Delivery Partner can change the means of transport at any time. Bolt does not impose restrictions on the type of vehicle chosen by the Delivery Partner, however, the vehicle type chosen in the Bolt Food Platform should be the same as the vehicle type used for providing the delivery services.

3.2. The Delivery Partner is solely responsible for complying with all relevant laws and regulations for operating and using the chosen means of transport (e.g. licenses, insurances, etc). Furthermore, the Delivery Partners shall ensure, where relevant, that its authorised persons have all equipment and means that are necessary to perform the delivery services.

3.3. The Delivery Partners are free to choose the equipment needed for providing the delivery services, including use of equipment branded by Bolt's competitors.

### **4. PROVISION OF SERVICES IN BOLT FOOD PLATFORM BY DELIVERY PARTNER**

4.1. After receiving the account details from Bolt, the Delivery Partner may commence using the Bolt Food Platform on a smartphone or tablet. Bolt does not provide the devices or sufficient internet connection for using the Bolt Food Platform. Bolt is not liable for the effective functioning of the Bolt Food Platform in any device.

4.2. The Delivery Partner warrants that during the course of providing the delivery service, the Delivery Partner shall comply and, where relevant, shall ensure that its authorised persons comply, with all relevant laws and regulations applicable to the provision of delivery service to the Client. When authorised persons provide delivery services in the name and on behalf of the Delivery Partner, the Delivery Partner undertakes to (i) fully adhere to any applicable laws and regulations relating to those authorised persons' health and safety; (ii) ensure that such authorised persons are adequately insured during provision of the delivery services rendered under the Delivery Agreement (including in respect of any means and/or equipment necessary for providing the delivery services); (iii) ensure full compliance with all applicable employment related laws and regulations, where applicable, regarding parental rights, workplace safety, working time, minimum wage or others as well as any tax laws. Furthermore, the Delivery Partner shall attend and, where relevant, shall ensure that its authorised persons shall attend, training(s), pass appropriate exam(s) and maintain all licences, permits, registrations and approvals required for the lawful provision of service(s) pursuant to Delivery Agreements under the applicable law.

4.3. The Delivery Partner may not use the Bolt Food Platform:

4.3.1. in a manner that unnecessarily may create a safety risk for other users of the Bolt Food Platform;

4.3.2. in a manner that materially interferes with the arrangement of services via the Bolt Food Platform (including offering services without an intention to fulfil the provision of the those services);

4.3.3. in a manner is materially inconsistent with a genuine intention of the Delivery Partner to provide the delivery services to Clients; and/or

4.3.4. for the purpose of fraudulent activities or otherwise cheat the system (such as, for example, deliberately increasing the distance of the delivery in a dishonest manner, manipulating the GPS data or using fake GPS location via other applications or otherwise, accepting Orders with no intention of delivering them, forcing Clients to cancel the Orders, allowing any other person to use the Bolt Food Platform via account details that do not belong to

them)..

4.4. The Delivery Partner may provide the delivery service during all times that it has signed in the Bolt Food Platform. The Delivery Partner may choose the time and duration of providing the delivery service on the Bolt Food Platform at its own discretion. The Delivery Partner is recommended to accurately reflect the Delivery Partners's availability to offer the delivery services by logging out from the Bolt Food Platform if the Delivery Partner does not have the intent or capability to provide delivery services through the Bolt Food Platform. Bolt may, at any time, provide a 30-day advance notice to the Delivery Partner, requesting the return of the thermo-bag provided by Bolt to the location designated by Bolt. Upon timely and proper return, the deposit charged from the Delivery Partner for the thermo-bag will be refunded. If the thermo-bag is not returned on time or is not in good condition, Bolt reserves the right to refuse acceptance of the thermo-bag and retain the deposit. In such a case, the Delivery Partner agrees and acknowledges that the deposit serves as the purchase price for the thermo-bag.

4.5. The Delivery Partner may not engage in any actions that may disparage Bolt, or cause harm to Bolt's brand, reputation or business, including making unjustified negative statements, engaging in activities that could damage Bolt's goodwill or any behaviour that might negatively impact the perception of Bolt in the eyes of the public or business partners.

4.6. All fees earned for the deliveries made by the Delivery Partner's authorised persons will be credited into the bank account of the Delivery Partner, who will then be free to distribute the fees as agreed separately with the authorised person(s). Bolt does not have any information or decision in respect of the payments made by the Delivery Partner to its authorised person.

4.7. Bolt is entitled to change, modify or discontinue either temporarily or permanently the provision of the information society service through the Bolt Food Platform at any given time and the Delivery Partner shall not be entitled to compensation of any kind.

4.8. All content uploaded to the Bolt Food Platform is subject to the sole responsibility of the Delivery Partner, and Bolt is under no obligation to actively monitor or review such content under Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act). Nevertheless, Bolt is entitled to remove any allegedly illegal content after the receipt of a notice and/or order regarding the existence of such content on the Bolt Food Platform. Furthermore, Bolt is entitled to remove such content if detected through Bolt's own content moderation. Should the Delivery Partner disagree with Bolt's decision on removal of the content, the Delivery Partner is solely responsible for proving that the content is not illegal or incompatible with these General Terms within Bolt's internal complaint-handling procedure in section 14.2.

4.9. If any of the information the Delivery Partner provides to Bolt is deemed to be illegal content under applicable laws or otherwise contravenes these General Terms, Bolt reserves the right to:

4.9.1. remove, disable access or demote such content;

4.9.2. suspend, terminate or restrict any monetary payment due from Bolt to the Delivery Partner;

4.9.3. temporarily suspend the Delivery Partner from using the Bolt Food Platform or terminate these General Terms.

4.10 Bolt 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 the Delivery Partners that frequently submit notices or complaints which are manifestly unfounded. While assessing the circumstances for the suspension, Bolt considers the following:

4.10.1. the absolute numbers of items of manifestly illegal content or manifestly unfounded

notices or complaints, submitted within a month; and

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

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

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

4.11 Bolt is entitled to suspend, for a reasonable period of time and after having issued a prior warning, the provision of information society services to the Delivery Partners that frequently provide manifestly illegal information on the Bolt Food Platform, including false or illegal information upon the onboarding of the Delivery Partner and its authorised persons. While assessing the circumstances for suspension, Bolt considers the following:

4.11.1. the gravity of the false information provided; and

4.11.2. the nature of the illegal content; and

4.11.3. (if applicable) the intention of the Delivery Partner while providing such information.

## **5. PICKUP OF ORDER**

5.1. The Delivery Partner has to pick up the accepted Order at the time and location indicated on the Bolt Food Platform. The Delivery Partner shall make sure that the right Order is picked up (if necessary, confirming it with the Partner). An accepted Order may be cancelled by the Delivery Partner before the Order has been picked up by the Delivery Partner. In such cases the Delivery Partner is not entitled to the fees under section 7.

5.2. In case the Goods contain food, the Delivery Partner has to place the food, which is previously packaged by the Partner, into a thermo-bag without adding or removing any packaging, in order to guarantee that the Goods are delivered in a safe condition, as to ensure health and food safety. The Delivery Partner shall make certain before each delivery of food that the thermo-bag is clean and in good order and is used in a manner that ensures food and health safety and prevents the contamination of food.

## **6. DELIVERY OF ORDER**

6.1. The Delivery Partner may choose the route of delivery at its own discretion, provided that the Order is delivered to the address indicated on the Bolt Food Platform as soon as reasonably possible, taking into account the traffic and weather conditions. The Bolt Food Platform calculates a suggested route and an estimated delivery time for the delivery of the Order, which are not binding to the Delivery Partner. The Delivery Partners are free to choose the GPS system (whether the GPS shown on the Bolt Food Platform or any other GPS) or not to use any GPS system at all at their own discretion.

6.2. In accordance with the Delivery Agreement, the Delivery Partner has to hand over the Order to the Client at the Drop-Off Location. For the purposes of delivering the Order the Delivery Partner can contact the Client throughout the delivery by calling the Client or by using the chat function on the Bolt Food Platform. If the Client fails to take possession of the Order, the Delivery Partner has to contact the Client on the phone number indicated on the Bolt Food Platform on at least 3 separate occasions and stay with the Order at the Drop-Off Location during a 5 minute time frame. If the Client is still unavailable and unable to take possession of the Order, the Delivery Partner will contact Bolt's customer service in order to authorise Bolt to cancel the Order and fully charge the Client for the Order (including Delivery Fee), as well as to receive further advice regarding the Order.

6.3. In case the Order contains alcohol, tobacco, energy drinks or any other products requiring age verification under the applicable law, it is the Delivery Partner's obligation to verify that the Client is old enough to legally purchase the products by checking a valid photo identification of the Client before handing over the products (if applicable). In case the Client is not old enough

or does not present a valid photo identification, the Delivery Partner may not hand over the products. Furthermore, if the Client is showing signs of intoxication, the Delivery Partner may not hand over the products.

6.4. In case the delivery of alcohol is restricted during a particular time slot, it is the Delivery Partner's responsibility to hand over the alcohol to the Client only during the times allowed under applicable laws.

## **7. FEES**

7.1. For each delivery the Delivery Partner will receive the Actual Delivery Cost, which is calculated by the Bolt Food Platform in accordance with the principles of dynamic pricing, taking into account the distance and time of delivery, the traffic situation, weather conditions, the pool of delivery partners available on the Marketplace and other factors. The Delivery Partner acknowledges that the Actual Delivery Cost and/or Delivery Fee is neither a salary nor a wage.

7.2. Delivery Partner acts as an independent contractor for the Client and as part of the Actual Delivery Cost the Delivery Partner shall be entitled to a Delivery Fee payable by the Client for the delivery service rendered under the Delivery Agreement. The Delivery Fee is calculated by the Bolt Food Platform for each delivery and may comprise of different types of fees (including service fees).

7.3. If the value of the Order is less than the Minimum Order Value, the Client will reimburse to the Delivery Partner the Small Order Fee.

7.4. The Delivery Partner may be entitled to a Marketplace Fee for using the Bolt Food Platform and participating in the Marketplace, thus enabling Partners to market their Goods with the option of delivery and generating business for Bolt. Bolt and the Delivery Partner understand that the Marketplace Fee is paid by Bolt to the Delivery Partner for participating in the marketing of Bolt brand, by undertaking to be present and available to provide delivery services within the Bolt Food Platform. Therefore, the Marketplace Fee may be paid as consideration for the economic benefit derived by Bolt, taking into account the overall impact over Bolt's business from the business generation support provided by the Delivery Partner.

7.5. If the Delivery Fee together with the Small Order Fee (where applicable) exceeds the Actual Delivery Cost, then Bolt is entitled to charge Agency Fee from the Delivery Partner in the amount by which the sum of the Delivery Fee and (where applicable) the Small Order Fee exceeds the Actual Delivery Cost. Bolt shall not take any Agency Fee from the Tips.

7.6. Bolt may establish a marketing fee payable to the Delivery Partners for participating in the marketing of Bolt brand.

7.7. Bolt has the right to establish other fees applicable to the Delivery Partner by updating these General Terms and notifying the Delivery Partner through the Bolt Food Platform thereof.

7.8. The Delivery Partner may set a minimum price per kilometre below which the Delivery Partner does not wish to receive the Requests (if applicable). The Delivery Partner may change the minimum price at any time.

7.9. Bolt, the Client and/or the Partner may cancel the Order. If an Order is cancelled due to Delivery Partner's failure to fulfil its obligations under the Delivery Agreement, the Delivery Partner is not entitled to the fees under section 7. Furthermore, cancellation does not limit Delivery Partner's liability under section 13.6.

## **8. PAYMENTS AND INVOICING**

8.1. Bolt, acting as an agent of the Delivery Partner, shall prepare and issue to the Client or the Bolt Business Customer the invoice(s) for the Delivery Fee and (where applicable) for the Small Order Fee and the Tips on behalf of the Delivery Partner and accept the Client's or Bolt Business Customer's payment for the invoice(s) on behalf of the Delivery Partner, except for cash payment.

8.2. Bolt, acting as an agent of the Delivery Partner, shall prepare and issue to Bolt (or to the Partners, if the Marketplace Fees payments are collected from the Partners) the invoice for the Marketplace Fees on behalf of the Delivery Partners.

8.3. Bolt undertakes to forward all Delivery Fee and (where applicable) the Small Order Fee and the Tips payments from the Client to the Delivery Partner's bank account that was provided to Bolt by Delivery Partner, except for cash payments (unless the Client fails to pay Delivery Fee and (where applicable) the Small Order Fee to the Delivery Partner). No payments shall be made if the amount payable to Delivery Partners for the reference period falls below the minimum payment threshold established by Bolt or in case the Balance is negative after the reference period. In the event that the Delivery Partner has to pay Agency Fee to Bolt under Section 7.5 of these General Terms, Bolt shall prepare and issue an invoice to the Delivery Partner for the Agency Fee (if necessary) and deduct the Agency Fee from the payment made to the Delivery Partner.

8.4. Invoicing and payments between Bolt and the Delivery Partner will be made after each reference period, typically once every week (or any other reference period communicated by Bolt in advance). Bolt may decide to offer payments at intervals other than the standard reference period subject to limits and conditions prescribed by Bolt.

8.5. In accordance with Section 2.5., in case of payment by the Client or Bolt Business Customer, the payment obligation of the Client or Bolt Business Customer arising from the Delivery Agreement is deemed to be fulfilled when the respective payment is credited to the payment account of Bolt, except for cash payments. In case of cash payment by the Client, the Delivery Partner has to insert the sum of cash received from the Client to the Bolt Food Platform. In such a case, the Balance decreases by an amount equivalent to the sum of cash received from the Client. In such a case, the payment obligation of the Client relating to the Order is deemed to be fulfilled when and to the extent the respective cash payment is made to the Delivery Partner.

8.6. The Bolt Food Platform may request the Delivery Partner to pay the Goods price to the Partner in cash from the Balance upon pick up of the Order. In such a case, the Balance increases by an amount equivalent to the sum of cash paid to the Partner.

8.7. The Balance also increases by an amount equivalent to the sum of the Delivery Fee and (where applicable) the Small Order Fee in case the payment for the Order is processed from the Client's payment card or other payment methods (including in case of cash payment) activated by the Client on the Bolt Food Platform.

8.8. Bolt may enable the Clients to pay in cash to the Delivery Partner. In case the Client pays in cash to the Delivery Partner, it shall be reflected on the Balance.

8.9. Any outstanding principal amount due to Bolt (i.e. negative Balance) should be paid by the Delivery Partner to Bolt upon receipt of respective notification from Bolt.

8.10. In case the Delivery Partner fails to make the payment under Section 8.9, it shall be liable to pay 0,5% interest per day from the total amount that is overdue. The Delivery Partner is liable to compensate Bolt all reasonable expenses (including those charged by any debt collection agency) together with all administrative, legal and other costs incurred in the collection of any overdue payment. The minimum compensation charge for such costs is EUR 10 (or equivalent in local currency).

8.11. Bolt has the right to forward and publish the personal data of the Delivery Partner (if applicable) and the fact, sum and other relevant information of debts of the Delivery Partner under these General Terms to debt collection agencies and other debt management service providers for the recovery of debts and/or for the publication, processing and management of data in the debtors' database, as well as for the publication of debt data for the purposes of

making credit decisions.

## **9. TERM, SUSPENSION OF USE AND TERMINATION**

9.1. These General Terms shall come into effect upon submission of an application by the Delivery Partner for registration with the Bolt Food Platform and confirmation from Bolt regarding the acceptance of the said application. These General Terms shall apply until terminated by the Delivery Partner or Bolt in accordance with these General Terms.

9.2. The Delivery Partner has the right to terminate these General Terms by giving at least 15 days notice. Bolt has the right to terminate these General Terms in entirety, or in respect of a specific service and remove the Delivery Partner's access or any access in association with the Delivery Partner's account to all or part of the Bolt Food Platform by giving at least 30 days notice

9.3. In addition, Bolt has the right to terminate these General Terms in entirety or in respect of a specific service and remove the Delivery Partner's access or any access in association with the Delivery Partner's account to all or part of the Bolt Food Platform with immediate effect, if:

9.3.1. Bolt is subject to a legal or regulatory obligation which requires it to terminate these General Terms; or

9.3.2. a reason arises from applicable law to terminate these General Terms in whole or in part; or

9.3.3. the Delivery Partner repeatedly breaches or fails to comply with any of the obligations set out in these General Terms, or any applicable laws or regulations; or

9.3.4. it cannot reasonably be expected to continue the contractual relationship between the parties.

9.4. The effect, if Bolt repeatedly breaches or fails to comply with any of the obligations set out in these General Terms.

Delivery Partner has the right to terminate these General Terms with immediate

9.5. In the event that Bolt issues a notice of termination, the Delivery Partner shall, except where legally prohibited or advised against by regulatory or legal authorities, be furnished with a statement outlining the reasons for such termination.

9.6. The termination of the General Terms will not affect:

9.6.1. any accrued rights of either party, including any right to receive any payments due but unpaid before the termination; or

9.6.2. obligations, which are expressed to survive the termination.

9.7. Upon termination of these General Terms in entirety, the Delivery Partner and, where relevant, its authorised persons accessing the Bolt Food Platform in association with the Delivery Partner's account, shall no longer have the right to access the Bolt Food Platform.

Upon termination of these General Terms in respect of a specific service, the Delivery Partner and, where relevant, its authorised persons accessing the Bolt Food Platform in association with the Delivery Partner's account, shall no longer have the right to access any part(s) of the Bolt Food Platform relating to that service.

9.8. Furthermore, Bolt may temporarily restrict or disable the Delivery Partner's access or any access in association with the Delivery Partner's account to all or certain part(s) of the Bolt Food Platform. Bolt shall make reasonable efforts to provide an advance notice to the Delivery Partner regarding any temporary restriction or disabling of access to all or certain part(s) of the Bolt Food Platform, where reasonably possible.

9.9. If the General Terms are terminated between the parties, the Delivery Partner undertakes to return to Bolt the thermo-bag provided by Bolt within 3 business days from the date of termination. If the thermo-bag is not returned duly or not in good order, Bolt has the right to keep the deposit charged from the Delivery Partner for the thermo-bag.

9.10. In the interest of maintaining a consistent and secure user experience across multiple Bolt's platforms, if the Delivery Partner and/or any authorised person providing the delivery service on the Delivery Partner's behalf is temporarily suspended on the Bolt Food Platform or the General Terms are terminated, Bolt has the right to temporarily suspend or terminate the Delivery Partner and/or the respective authorised person also on other Bolt's platforms (e.g. ride-hailing platform). In the aforementioned cases Bolt may, in its own discretion, also prohibit the Delivery Partner and/or the authorised person from registering a new account on other Bolt's platforms.

## **10. LICENCING, INTELLECTUAL PROPERTY RIGHTS AND DATA PROCESSING**

10.1. Bolt grants a revocable, non-exclusive, non-transferable, non-sublicensable license to the Delivery Partner for using the Bolt Food Platform for the purpose of providing the delivery service.

10.2. All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of Bolt during the provision of the information technology services under these General Terms (including, but not limited to the Bolt Food Platform and Confidential Information), as well as all data and statistics about the deliveries made through the Bolt Food Platform belong to Bolt. The Delivery Partner shall not copy, modify, adapt, reverse-engineer, distribute, decompile or otherwise discover the source code of the Bolt Food Platform or any other software used by Bolt. Bolt shall maintain the data and statistics about the deliveries for each reference period for a period of one year after the end of said reference period.

10.3. The Delivery Partner will not use the Bolt Food Platform for unauthorised or unlawful purposes or impair or seek to impair the proper operation of the Bolt Food Platform.

10.4. The Delivery Partners are expressly prohibited from engaging in any form (manual or automated) of data scraping, data mining, data extraction, or any automated collection of data from the Bolt Food Platform. This includes, but is not limited to, the use of bots, spiders, crawlers, or any other automated means.

10.5. As part of the Bolt Food Platform, Delivery Partner shall have access (if applicable) to the so-called fleets' portal, which enables the Delivery Partner to view information related to its authorised persons providing the delivery services on behalf of and in the name of the Delivery Partner. The Delivery Partner hereby acknowledges that it is solely responsible for granting, changing, controlling and/or removing rights for its representatives to access the so-called fleets' portal on behalf of the Delivery Partner.

10.6. The Delivery Partner will process the data of the Clients in accordance with Schedule 1 of these General Terms (Data Sharing Agreement). The terms and conditions for processing the personal data of the Delivery Partners (where relevant) is established in the Privacy Policy.

## **11. CONFIDENTIALITY**

11.1. During the term of the agency relations and for a period of five years following the expiry or termination of these General Terms, Bolt and the Delivery Partner shall not disclose and shall maintain the confidentiality of all Confidential Information of the other party.

11.2. Confidential Information of the other party may be disclosed to third parties only subject to a prior written notice of the other party or in case required under law, rule or regulation. Furthermore, Bolt may also disclose Confidential Information pursuant to a valid order or request issued by a court, government agency, or regulatory body.

11.3. Notwithstanding the above, Confidential Information may be disclosed to the party's attorneys, auditors, accountants, consultants and subcontractors, provided that such persons perform their obligations in connection with the General Terms and are subject to a confidentiality clause. **12. ANTI-MONEY LAUNDERING RULES**

12.1. The Delivery Partner has to be in compliance with the requirements of any applicable anti

money laundering laws and regulations and may not use the Bolt Food Platform for money laundering purposes. The Delivery Partner warrants that it is not subject to any international sanctions, anti-terrorism or similar laws, decrees, ordinances, orders, demands, requests, rules or requirements.

12.2. Bolt has the right to conduct reviews of the Delivery Partner's compliance with anti money laundering rules and/or suspend the Delivery Partner from using the Bolt Food Platform without prior notice, for the purpose of detecting fraud or any other violation of this Section 12 thereof. Bolt shall also be at liberty to report any suspected fraudulent activity to the appropriate law enforcement authority.

12.3. The Delivery Partner has to notify Bolt immediately of any circumstances that may refer to a violation of this Section 12.

### **13. LIABILITY**

13.1. The Delivery Partner is solely liable for the performance of the Delivery Agreement and for any claims presented under the Delivery Agreement. Bolt is not liable for any failure or non-conformity of performing the Delivery Agreement and assumes no liability for any traffic violations or accidents sustained during the performance of the Delivery Agreement.

13.2. The Delivery Partner shall conform to the requirements of these General Terms and agree to act in accordance with the conditions and obligations thereof and any further agreements with Bolt. The Delivery Partner and its authorised persons shall remain jointly and severally liable for any infringement deriving from the conduct of such authorised persons.

13.3. Bolt is liable for damages or loss of profit that the Delivery Partner may bear only in cases of intentional or grossly negligent breaches of these General Terms by Bolt.

13.4. The Delivery Partner shall indemnify, defend and hold Bolt harmless from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses in respect of or resulting from the provision of the delivery services by the Delivery Partner under these General Terms.

13.5. The Delivery Partner shall be liable for the relationship between the Delivery Partner and its authorised persons to be compliant with all applicable regulations and shall indemnify, defend and hold Bolt harmless from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses in connection with the same. This includes but is not limited to any liability arising out of any employment related claim or any claim based on employee status (including reasonable costs and expenses) brought by any Delivery Partner's authorised person against Bolt arising out of or in connection with the provision of the delivery services and/or the use of the Bolt Food Platform by the Delivery Partner's authorised person.

13.6. If the Client files a claim due to the breach of the Delivery Agreement, the Delivery Partner shall release Bolt from all liability regarding the claim. In case the Delivery Partner fails to deliver the Order in part or in whole or fails to deliver the correct Order to the Client or cancels the Order after picking it up, Bolt may deduct the Order Price from the weekly payment between Bolt and the Delivery Partner.

13.7. The Delivery Partner acknowledges that rooting, jailbreaking or modifying a smartphone at a hardware or operating system level in any manner which is against the manufacturer's instructions makes the device susceptible to mobile threats. Furthermore, the Delivery Partner acknowledges that using fake devices and other solutions which try to communicate with Bolt's systems is not allowed. The Delivery Partner acknowledges that Bolt shall not be liable for any losses in connection with the use of such a modified mobile device or fake devices and other solutions, and that Bolt shall not have any obligation to support the use of such devices.

## **14. MISCELLANEOUS**

14.1. Additional requirements and safeguards provided in Regulation (EU) 2019/1150 shall apply where the termination of these General Terms or suspension of the access to the Bolt Food Platform affects the rights of the Delivery Partner using the Bolt Food Platform for the provision of delivery services in the member state of the European Union or European Economic Area (Member State).

14.2. According to the Regulation (EU) 2022/2065 and Regulation 2019/1150, the Delivery Partner has the right to challenge any decision made by Bolt according to the Sections 4.9-4.12 of these General Terms, the termination of these General Terms, temporary suspension of the access to the Bolt Food Platform and other alleged non-compliance of Bolt with the Regulation (EU) 2019/1150, in accordance with the Internal Complaint-Handling System Rules of Bolt available on <https://bolt.eu/en/legal/>.

14.3. Notices and other communications under these General Terms shall be made by way of registered mail, courier, or email, with proof of receipt.

14.4. Where versions of these General Terms exist in any other language, the English version shall prevail.

14.5. Bolt reserves the right to update the General Terms anytime, by notifying the Delivery Partner either through the Bolt Food Platform or the e-mail address provided to Bolt at least 15 days in advance.

14.6. The Delivery Partner may not assign any of the rights or obligations under these General Terms either in whole or in part.

14.7. These General Terms shall be governed by the substantive law of the Republic of Estonia. If the respective dispute resulting from these General Terms could not be settled by negotiations, then the dispute will be finally solved in Harju County Court in Tallinn, Estonia.

### **SCHEDULE 1 DATA SHARING AGREEMENT**

This Data Sharing Agreement (DSA) is an integral part to the General Terms and shall apply to the sharing of Personal Data between Bolt and the Delivery Partner (each a Party and together the Parties) in the course of using the Bolt Food Platform. The Parties are considered separate and independent data controllers with respect to the Processing of Shared Personal Data under this DSA. For the avoidance of doubt, as an independent and separate controller, the Delivery Partner shall be fully responsible under Applicable Data Protection Laws for its use of any Personal Data received in the course of using the Bolt Food Platform. In the event of a conflict between: (i) the General Terms (and/or the Delivery Agreement where applicable); and (ii) this DSA in relation to the Processing of Personal Data, the Parties agree that this DSA shall prevail.

#### **1. DEFINITIONS**

##### **Adequacy Decision**

means a country, territory or sector within a country which has been subject to a decision, and continues to be subject to such decision for the duration of the Agreement, of ensuring an adequate level of protection for Personal Data under the Applicable Data Protection Laws

##### **Agreed Purposes**

means enabling the Delivery Partner to deliver the Goods ordered by the Clients on the Bolt Food Platform.

##### **Applicable Data Protection Laws**

means all laws and regulations applicable to the Processing of Personal Data under the Agreement and this DSA including, but not limited to:

Data Protection Act, 2012 (Act 843), (as may be amended from time to time);

Data Protection Act, 2019 and associated Regulations (as may be amended from time to time), including but not limited to: the Data Protection (Compliance and Enforcement) Regulation,

2021; the Data Protection (Registration of Data Controllers & Data Processors) Regulations, 2021; and the Data Protection (General) Regulations, 2021; the EU GDPR; the UK GDPR; and the UK Data Protection Act 2018.

**Data Protection Authority**

means a national authority, as defined under the Applicable Data Protection Laws.

**Data Subject**

shall have the same meaning as if read in the context of the Applicable Data Protection Laws.

**DSA**

means this Data Sharing Agreement.

**EU GDPR**

means the General Data Protection Regulation (EU) 2016/679.

**Personal Data**

shall have the same meaning as if read in the context of the Applicable Data Protection Laws.

**Personal Data Breach**

means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

**Process/Processing**

shall have the same meaning as if read in the context of the Applicable Data Protection Laws.

**Restricted Transfer**

means a transfer of Personal Data to a country, a territory or specified sector within a country that: (i) is not subject to an Adequacy Decision; or (ii) is not subject to any derogations that would permit the transfer of the Personal Data to the country, territory or sector in accordance with the Applicable Data Protection Laws.

**Shared Personal Data**

means the Personal Data shared between the parties as specified in Clause 3 of this DSA.

**UK GDPR**

means the EU GDPR as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and 2020 respectively and any legislation in force in the United Kingdom from time to time that subsequently amends or replaces the UK GDPR.

**2. PURPOSE AND ROLE OF THE PARTIES**

2.1. In the course of performance of the Delivery Agreement and use of the Bolt Food Platform, the Parties will be sharing Personal Data with each other.

2.2. This DSA is intended to document compliance with Applicable Data Protection Laws relating to the sharing of Personal Data between the Parties. Each Party must ensure compliance with Applicable Data Protection Laws at all times with respect to the Processing of Shared Personal Data under this DSA.

2.3. The Parties are considered separate and independent data controllers with respect to the Processing of Shared Personal Data under this DSA. The Parties agree and acknowledge that subject to compliance with the provisions of the General Terms and this DSA, each Party shall be able to determine the purpose and means of Processing the Shared Personal Data held under its control in accordance with its privacy notice.

2.4. The Parties data protection officer (or equivalent) shall act as the single point of contact (Spoc) who will work together to resolve any issues about and improve the effectiveness of the Parties' data sharing.

2.5. Any notice or other formal communication given to a Party under or in connection with this DSA shall be in writing, addressed to the SPoCs and shall be sent by email to the SPoC. The corresponding email for Bolt is [privacy@bolt.eu](mailto:privacy@bolt.eu).

### **3.0 SHARED PERSONAL DATA**

3.1. The types of Personal Data that will be shared between the Parties:

3.1.1. Client's Personal Data disclosed via the Bolt Food Platform:

- First name and the first letter of the last name
- Phone number
- Order contents and the Order Price
- Address where the Order is to be delivered (including gate codes etc., if applicable)
- Any other notes made by the Client to the Delivery Partner through the Bolt Food Platform

3.1.2 Data Exporter: Bolt Operations OÜ

3.1.3 Data Importer: Delivery Partner

### **4. DATA IMPORTER OBLIGATIONS**

4.1. Where a Party acts as a data controller receiving Shared Personal Data (Data Importer) from the other Party (Data Exporter) as specified in Clause 3.1.3 of this DSA, the Data Importer shall:

4.1.1. only process the Shared Personal Data in accordance with Applicable Data Protection Laws and for the Agreed Purposes set-out in this DSA;

4.1.2. implement technical and organisational measures for the protection of Shared Personal Data and Data Subject rights and freedoms, including at a minimum, ensuring compliance with the technical and organisational measures set-out in Schedule 2;

4.1.3. ensure that persons it authorises to Process the Shared Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

4.1.4. immediately and in no event later than twenty-four (24 hours) notify the Data Exporter after becoming aware of any actual or suspected Personal Data Breach concerning Shared Personal Data and take appropriate measures to address the Personal Data Breach, including measures to mitigate its possible adverse effects. The Data Importer, and if required with the cooperation of the Data Exporter, will determine whether it is necessary to notify the Personal Data Breach to any relevant Data Protection Authority or Data Subject(s). The Data Importer shall document all relevant facts relating to the Personal Data Breach including its effects and any remedial action taken. Where the Data Importer is the Delivery Partner, the email address to send the Personal Data Breach notification to Bolt is [privacy@bolt.eu](mailto:privacy@bolt.eu);

4.1.5. comply with the respective obligations contained in Applicable Data Protection Laws relating to principles of data processing, notification requirements, and compliance with Data Subject rights in respect of all Processing of Personal Data to which the Applicable Data Protection Laws apply;

4.1.6. ensure proper notification to the extent required by Applicable Data Protection Laws, in particular but not limited to obligations to notify the other Party regarding a rectification, erasure or restriction of Processing.

4.1.7. unless permitted otherwise by applicable law, keep confidential, and ensure its employees keep confidential, all Shared Personal Data received from the other Party. The Data Importer shall not disclose or make available Shared Personal Data to any unauthorised recipients;

4.1.8. not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes unless required to do so under applicable law (in which case the other party must be notified of such requirement). Where the Data Importer is the Delivery Partner, the Data Importer agrees to delete or destroy Shared Personal Data regarding each Data Subject within one month after the fulfilment of each Order, unless the Data Subject has separately authorised

the Data Importer to further processing;

4.1.9. only undertake Restricted Transfers of Shared Personal Data (if any) to other third parties in compliance with Applicable Data Protection Laws. For the avoidance of doubt, the Parties agree and acknowledge that there are no Restricted Transfers of Shared Personal Data between the Parties. In the event that any such Restricted Transfers of Shared Personal Data are contemplated between the Parties, the Parties agree to separately enter into (and negotiate in good faith) an appropriate data transfer mechanism recognised under Applicable Data Protection Laws prior to undertaking such Restricted Transfers;

4.1.10. ensure the following where it Processes the Shared Personal Data for the purposes of direct marketing:

4.1.10.1. effective procedures and communications are in place to allow Data Subjects to exercise their rights to opt out from direct marketing;

4.1.10.2. effective procedures are in place to enable the Data Importer to advise the Data Exporter of any opt out that encompasses the Data Exporter; and

4.1.10.3. an appropriate legal basis has been confirmed (and, where necessary, evidenced) for the Shared Personal Data to be used for the purposes of direct marketing.

## **5. SECURITY AND TRAINING**

5.1. Each Party shall only provide and receive the Shared Personal Data using secure methods, having regard to the availability of joint or shared IT systems, the technology for facilitating data transfers, the risk of data loss or breach and the cost of implementing such measures.

## **6. REVIEW AND TERMINATION**

6.1. Each Party is responsible for their own legal compliance and self-audit. A Party, however, reasonably may ask to inspect another Party or Parties' arrangements for the Processing of Shared Personal Data and may request a review of the DSA where it considers that the other Party is not Processing the Shared Personal Data in accordance with this DSA, and the matter has demonstrably not been resolved through discussions between the relevant SPoCs.

6.2. In addition to compliance with Section 4.1.10 of this DSA, upon the termination of the General Terms, the Delivery Partner shall delete or destroy all Shared Personal Data including all (backup) copies of the Shared Personal Data in possession of the Delivery Partner, unless otherwise required under applicable laws or where the Data Subject has authorised the Delivery Partner to further Processing and retention of their Personal Data.

## **7. LIABILITY AND COMPENSATION FOR DAMAGE**

7.1. The Delivery Partner shall assume full liability and indemnify and hold harmless Bolt for any and all liability, damage, administrative fines or any other claims created for Bolt or which any person (including a Data Subject or Data Protection Authority) submits against Bolt with regard to the Delivery Partner's violation of this DSA or the requirements of applicable law.

7.2. The Delivery Partner shall immediately notify Bolt if any claim or administrative fine is submitted against the Delivery Partner in relation to this DSA.

## **8. MISCELLANEOUS**

8.1. If any provision of this DSA is declared invalid, unlawful or unenforceable by a competent authority or court, then the remainder of this DSA shall remain valid.

8.2. This DSA shall be governed by and construed in accordance with the laws governing the General Terms, and any disputes shall be resolved by the courts agreed for resolution of disputes under the General Terms.

## **SCHEDULE 2 TECHNICAL AND ORGANISATIONAL SECURITY MEASURES**

The following descriptions provide an overview of the minimum level of technical, organisational and security measures that should be implemented by the Delivery Partner:

Ensure that only authorised personnel have access to the personal data. The list of these

authorised personnel should be approved by Bolt.

Use strong, unique passwords for different accounts and devices where personal data is stored.

Enable two-factor authentication to data processing systems that the Delivery Partner uses for the services provision.

If personal data is stored electronically, encrypt it to protect it from unauthorised access.

Only collect and process the personal data that is necessary for the intended services.

Securely delete personal data when it is no longer needed or when requested by the data subjects or Bolt.

In case a transfer of personal data outside of the Delivery Partner, ensure it is done securely and in compliance with data protection laws.

Remote access to the data processing systems that the Delivery Partner uses for the services provision is only possible through the Delivery Partner's secure VPN tunnel.

Personal data should not be stored on personal accounts or devices of the Delivery Partner.