Terms of use for Bolt E Vehicles in Germany

Effective from 01.12.2026

1. General

1.1 These Terms of Service constitute the agreement ("**Agreement**") between you ("**You**", "**User**" or "**Rider**") and **Diamond Mobility Operations OÜ**, registration number 17591324, or our affiliates within the meaning of §§ 15 ff. AktG ("**Bolt**", "**We**", "**Us**" or "**Our**"), regarding Your use of (i) any human powered and electrically assisted vehicle made available in the App, such as e-scooters and e-bikes (together, "**E-Vehicles**"); (ii) Our mobile application for accessing and using E-vehicles ("**App**"); and (iii) other related services such as charging, maintenance, pick-up and similar services ("**Related Services**") made available by Us (E-Vehicles, App and Related Services are collectively the "**Services**").

1.2 If you need to get in touch with us:

1.2.1 Our address is: Vana-Lõuna tn 15, Tallinn 10134, Republic of Estonia

1.2.4 Online: You can contact our customer support team via the chat function in the App.

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

1.3.1 the rules for operating the E-Vehicles as set out in Annex A to this Agreement ("Riding Rules");

1.3.2 the safety guidelines related to the use of E-Vehicles displayed in the App, and as the case may be, in the App safety toolkit ("Safety Toolkit");

1.3.3 the applicable fee schedule as displayed in the App ("Fee Schedule"), any other price information, rules displayed in the App related to Basic Pass and Pre-Paid Pass (defined in 4.1), any applicable Promo Code terms and any instructions, manuals

(including, if applicable, the User Manual of the E-Vehicle), and any other guidelines displayed in the App; and

1.3.4 other business and product terms referred to in this Agreement, including service descriptions, policies and notices, including Our Privacy Policy for Passengers ("Privacy Policy") that is made available in the App or at: https://bolt.eu/legal/ and shall apply respectively (mutatis mutandis) to the processing of Your personal data in connection with the use of the Services;

1.3.5 supplemental country or city-specific ("Service Area") terms applicable in the area where the ride is taken.

1.4 As Our Services evolve, We reserve the right to make changes to this Agreement at any time, by posting the amended Agreement or its supplemental terms on Our website or the App and notifying You thereof through the email address provided during Your registration. Your continued use of the Services after such posting constitutes Your consent to be bound by the Agreement as amended.

2. Use of the App

2.1 The Services are used through the App. The App is available in multiple languages which can be changed in your profile. The App enables the persons requiring transportation to find E-Vehicles by sharing data of their geographic location. In order to provide you with our Services, we may track your device's location via the 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 from time to time, there is no final list of jurisdictions.

2.2 The use of the Services requires installation of the App and registration of a user account ("Account"). During the installation of the App, Your mobile number will be linked to Your Account and added to Our database.

2.3 We may update the App from time to time in order to provide you with the best possible service. The services available via the 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 App is available on Android and Apple devices in accordance with the latest software updates.

2.4 In case of any defaults in the App, We endeavor to correct them as soon as possible, but You acknowledge that the functionality of the App may be restricted due to occasional technical errors and We are not able to guarantee unlimited faultless functioning of the App at all times. We accept no liability for any losses incurred as a consequence of the App not functioning or not being usable in the desired manner.

2.5 Subject to Your compliance with the Agreement, We grant You a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the App on Your personal device solely in connection with Your use of the Services.

2.6 We shall provide Services which are designed, delivered, and support compliance with industry standards and best practices, such as ISO 27001/27002, whenever feasible and not in conflict with other agreed requirements. If credit card data is processed, Payment Card Industry Data Security Standard shall also be complied with.

3. User Eligibility and Accounts

3.1 You are eligible to use the Services if:

3.1.1 You have an Account;

3.1.2 Your Account is linked with a valid credit or debit card or other payment method supported by the App ("**Elected Payment Method**");

3.1.3 You are **no less than 18 years old** and legally authorised to ride E-Vehicles and

3.1.4 You are physically fit, and have the necessary skills and expertise to use, ride and operate E-Vehicles, in a safe and competent manner.

3.2 When creating and using Your Account, You:

3.2.1 agree and assure to only use Your real name, accurate personal and card information for setting up the Account, and keep such information up to date at all times;

3.2.2 agree that You may be requested to provide proof of identity in the form of a picture from Your driver licence or a government identification document to obtain or maintain access to the Services;

3.2.3 are liable for the access, control and security of Your Account, and responsible for: (i) the user name and password for Your Account; and (ii) all actions carried out under Your Account, including, but not limited to, activating (unlocking), using, deactivating (finishing Your ride) and proper parking of the E-Vehicles pursuant to this Agreement and as the case may be in the Permitted Parking Area, or failing to do so, unless You have reported misuse of Your Account pursuant to Section 3.2.4. We may assume that anyone using Your user name and password is authorised by You to do so;

3.2.4 agree to notify Us immediately if You become aware of any unauthorised access to or use of Your Account, or other situation that may cause loss of control of Your Account;

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

3.2.6 agree that We may send You text (SMS), push notifications and e-mail messages in connection with the Services.

4. Term and termination of the app usage contract

4.1 The app usage contract is concluded for an indefinite period and may be terminated by either contracting party in text form (e.g. e-mail, contact information in section 12.1) with two weeks' notice to the end of the month.

4.2 The right of the contracting parties to extraordinary termination for good cause shall remain unaffected.
Good cause shall be deemed to exist in particular if you

- are repeatedly and despite several reminders in arrears with the payment of a not insignificant part of the rent;

- you have given incorrect information or concealed facts when registering or in the course of the contractual relationship and therefore we cannot reasonably be expected to continue the contract;
- despite a warning, fail to refrain from serious breaches of contract or fail to immediately remedy the consequences of breaches of contract which have already occurred;
- have driven under the influence of alcohol or drugs; have passed on your account access data to another person;
- attempted to read, copy or manipulate the app by means of information technology.

5. Use of E-Vehicles

5.1 By unlocking the E-Vehicle via the App, You agree to rent the E-Vehicle on a pay-as-you-go basis ("**Basic Pass**") or through a pre-paid package ("**Pre-Paid Pass**"), subject to the terms of this Agreement and in accordance with the Fee Schedule applicable during the rental period.

5.2 Each time You unlock the E-Vehicle and start the ride, You represent and warrant that You have read and understood:

5.2.1 all applicable traffic laws and regulations;

5.2.2 the Riding Rules in Annex A;

5.2.3 the Safety Toolkit;

5.2.4 the applicable terms and conditions for Your applicable Service Area; and

5.2.5 the eligibility conditions listed in Sections 3.1 and confirm that they are met.

5.3 By unlocking the E-Vehicle, You agree and undertake:

5.3.1 that the E-Vehicle, and any equipment attached thereto, at all times, remains Our property, and that You shall not dismantle, modify, repair, vandalise or deface the E-Vehicle, or any equipment attached to it, in any way;

5.3.2 to use the E-Vehicle in accordance with this Agreement, including the Riding Rules, the Safety Toolkit, any instructions,

manuals and guidelines displayed in the App and the terms and conditions for Your applicable Service Area;

5.3.3 not to allow any other person to use the E-Vehicle unlocked by You;

5.3.4 to assume full responsibility for care of the E-Vehicle during the rental period and to return the E-Vehicle in the same condition in which it was rented to a permitted parking area, according to Local Laws, the type of E-Vehicle and the parking instructions specified in the App ("**Permitted Parking Area**"). If the E-Vehicle is returned damaged or in a state of disrepair, then You will be charged a fee that is
equal to the cost of repair pursuant to Section 5.4.2.

5.4 If the E-Vehicle runs out of charging power during a rental, You shall terminate the ride in compliance with the instructions of the App and the terms of this Agreement and park the E-Vehicle to the Permitted Parking Area.

5.5 You must report any accident, crash, damage, personal injury, stolen or lost E-Vehicle to Us in accordance with Section 10.1 as soon as this incident occurs. If the incident involves personal injury, property damage, or a stolen E-Vehicle, You shall file a report with the local police department within 24 hours.

5.6 In selected Service Areas, We may permit You (“**Host**”) to unlock multiple E-Vehicles with Your Account at the same time for use by guest riders (“**Guests**”) to participate in a group ride (“**Group Ride**”). The Group Ride feature will be displayed in the App subject to availability. The Host acknowledges that discounts, promotions and other credits or incentives may not be applicable. By using the Group Ride feature, the Host agrees and undertakes to:

5.6.1 make the Host’s mobile device available for each Guest to personally read and adhere to be bound by all applicable provisions of this Agreement, the Riding Rules and the Safety Toolkit.

5.6.2 ensure that all Guests are at least 18 years old and meet the eligibility conditions listed at Section 3.1.4 and 3.1.5 above.

5.6.3 authorise Us to charge the Elected Payment Method linked

to the Host's Account for all fees and charges associated with Services provided in the course of the Group Ride.

5.6.4 assume full responsibility and liability for any damage, loss and injury caused by culpable conduct of Guests while using the Services.

5.6.5 be responsible and liable for the conduct of Guests while using the Service in the same way the Host is liable for his own behavior.

5.6.6. assume full liability for and pay all fines, fees, penalties, and/or any other charges that result from the use of any of the E-Vehicles unlocked in the Group Ride, or as a result of Guests parking an E Vehicle improperly (e.g. outside a Permitted Parking Area) or as a result of a Guest violating any law, rule, regulation, or ordinance while using the Services

6. Payment and Fees

6.1 You may use our Services through a Basic Pass or Pre-Paid Pass basis if available. You will be charged fees for Your use of the E-Vehicle and Services in accordance with Our Fee Schedule and the type of E Vehicle. Each use of the E-Vehicle starts when You click "Unlock" and terminates when You click "Finish your ride" (or equivalent button(s) on the App). Our fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Us.

6.2 In certain Service Areas, You may have the option to purchase Services through a Pre-Paid Pass. Terms and pricing conditions applicable to a Pre-Paid Pass will be displayed in the App, must be read and accepted by You prior to purchase and will include a description of the Pre-Paid Pass limitations. Limitations may include a daily time limit, a number of unlocks or a daily ride limits. Pre-Paid Passes may not be used in conjunction with promotional offers, rewards or other discounts. Purchase of a Pre-Paid Pass does not guarantee the availability of Services. Pre-Paid Passes will expire on the date of expiry stated, at the time of purchase, in the applicable terms and pricing conditions.

6.3 You have a statutory right to withdraw from a Pre-Paid Pass within 14 days of the purchase date without giving any reasons. If you want to

withdraw from a Pre-Paid Pass, You may either (i) use the model withdrawal form provided in Annex B or (ii) make any other unequivocal statement setting out Your decision to withdraw from a Pre-Paid Pass by contacting Us in accordance with Section 12.1.

6.4 If you activate the Pre-Paid Pass during the 14 days withdrawal period after purchasing the Pre-Paid Pass (which means that You expressly request that Services start to be supplied as from this date and before the expiry of the withdrawal period), then You explicitly renounce your right of withdrawal. Should You exercise your right to withdraw during the 14 days period, in accordance with the above-mentioned conditions, You will be entitled to a refund on a pro-rata basis conditional to the limitations of the Pre-Paid Pass that you have purchased and used until termination.
6.5 We may issue promotional coupons or codes subject to any additional terms established on a per promotional code basis ("**Promo Codes**"). We reserve the right to modify or cancel Promo Codes at any time at Our sole and absolute discretion. We may suspend or cancel Promo Code(s) and Your use of the App at any time if We have grounds to believe that the use or redemption of the Promo Code(s) was in error, fraudulent, illegal or in violation of the applicable Promo Code terms or this Agreement.

6.6 If the E-Vehicle unlocked with Your Account:

6.6.1 Return the e-vehicle in the same condition in which it was rented to a permitted parking area in accordance with the Road Traffic Regulations, the Ordinance on the Participation of Very Small Electric Vehicles in Road Traffic, the e-vehicle type and the parking instructions specified in the app ("Permitted Parking Area"). The parking regulations applicable to bicycles apply accordingly to the parking of e-scooters. In particular, the e-vehicle must not be parked in the red areas indicated in the app and other road users must not be obstructed by the parked e-vehicle. The stand located on the e-vehicle must be used. If the e-vehicle is returned damaged or in a demolished condition, you will be charged a fee in the amount of the repair costs according to section 6.6.3 or 6.6.4.

6.6.2 is parked outside the Permitted Parking Area, then in Our sole discretion, We may charge You a pick-up fee of up to EUR 100. This amount is based on our costs for pick-up and associated losses;

6.6.3 appears to be damaged beyond normal wear and tear, is in a state of disrepair or has been vandalised, then, in Our sole discretion, We may charge You a fee that is equal to the cost of repair or replacement of the E

Vehicle and equipment;

6.6.4 is abandoned without notice, You will be responsible for all fees until the E-Vehicle is recovered, plus a search fee of up to EUR 120 and maximum ride fee specified in the App depending on the time that it takes to recover the E-Vehicle. This amount is based on our costs and associated losses;

6.6.5 is not recovered or returned (ie. the ride is finished and the E-Vehicle parked) within 48 hours, then in Our sole discretion, We may consider the E-Vehicle to be lost or stolen, in which case We may charge You up to EUR 500 per E-Vehicle and file a police report against You.

6.6.6. is not parked in accordance with section 3 of the Riding Rules and evidenced by a clear end-of-ride photograph when prompted to do so in the App, We may charge you a fee of **15 EUR** ("**Parking Enforcement Fee**"). The improper parking or failing to take a clear end-of ride photograph when prompted constitutes a breach of this Agreement. The Parking Enforcement Fee is a measure to compensate our costs in this regard (assessing end of ride photos as well as re-parking) and to ensure the proper use of parking areas, public spaces and the safety and convenience of other users and members of the public. We will not charge You the Parking Enforcement Fee insofar as You prove that You cannot be accused of culpable behavior or insofar as You prove that You are not responsible for the costs incurred or that no costs were incurred. If you prove that We suffered lesser damage, we will reduce the Parking Enforcement Fee accordingly. For the avoidance of doubt, a change in the burden of proof to the detriment of the User is not associated with this provision.

6.7 You agree to pay any fines, fees, penalties and/or other costs incurred by us if you use an E-Vehicle, park an E-Vehicle improperly (e.g., outside the Permitted Parking Area) in violation of Section 6.6.et seq. and/or if you violate any law, rule, regulation or ordinance while using the Services. In the event of such violations:

6.7.1. you agree that we will pay all fines, fees and penalties to the

appropriate authority.

6.7.2 You shall have unlimited liability to us for violations under Section 6.7. We shall have a claim against you for reimbursement of the amount we pay to the competent authority under Section 6.7.1. The claim shall be governed by the statutory provisions. This does not involve a reversal of the burden of proof.

6.7.3 As compensation for the administrative expenses incurred by us in processing the infringements pursuant to Clause 6.7, we shall charge a reasonable administrative fee, which shall not exceed EUR 30. The administrative fee will not be charged if you prove that you are not responsible for the costs or if no costs were incurred.

6.7.4 All amounts due and payable to us (including the administration fee) will be collected via your chosen payment method. If these payment methods fail, other collection methods may be used. You agree to reimburse all of our collection costs, including without limitation reasonable attorneys' fees, if you fail to pay any amounts owed to us when due.
6.8 All amounts due and payable to Us will be charged to Your Elected Payment Method. If these payment methods fail, other collection procedures may be employed. You agree to compensate all Our collection costs, including without limitation reasonable legal fees, if You do not pay amounts owed to Us when due. We have the right to suspend or disable Your Account if You do not pay the amount owed to Us when due. If You have any questions related to the suspension, please contact our support team. Your Account will be reopened when the amount due is paid.

6.7.5. We have the right to temporarily block your account if you do not pay the amount owed to us when it is due despite a prior reminder. We will lift the block immediately when you have paid the amount owed to us. If you have any questions about the block, please contact our support team. Your account will be reopened when the amount due is paid.

6.7.6. We have the right to permanently deactivate your account after unsuccessful warning if you have culpably violated your contractual obligations in a significant way. If you have any questions about deactivation, please contact our support team as well.

6.8 You can pay for the Services with Your Elected Payment Method, which requires prior activation within the App. You authorise Us to charge Your Elected Payment Method linked to Your Account for all fees and

charges incurred by You pursuant to this Agreement. Such fees and charges may be subject to applicable taxes, which may be charged and collected by Us.

6.9 We and our contractors support in-App Payment, provide assistance, and resolve disputes related to in-App Payment. If You dispute any transactions charged to Your Elected Payment Method by Us, You must contact Us in accordance with Section 10.1 within 10 Business Days.

6.10 For credit and debit card payments, We may charge a service fee for each payment that is added to each order of the Services. The service fee is for Visa/Mastercard service fees. The amount of the service fee is displayed in the App. Your bank may make additional charges for Your use of Your credit or debit card which are not shown in the App. Please note that after You have booked an E-Vehicle, we automatically pre-authorise an amount from Your credit card to confirm the availability of the payment.

6.11 You agree to immediately inform Us of any changes relating to Your Elected Payment Method linked to Your Account that may impair Our ability to charge You pursuant to this Agreement.

7. Right of withdrawal

7.1 You have the right to withdraw this agreement within 14 days without giving any reason. The withdrawal period ends after 14 days from the day of the conclusion of the Agreement. To exercise your right of withdrawal, you must notify Us (Diamond Mobility Services EE OÜ, Vana-Lõuna 15, Tallinn 10134, Estonia, info@bolt.eu) of your decision to withdraw from this Agreement by means of a clear statement (e.g. a letter sent by post, fax or email). You may use the model withdrawal form in Annex B for this purpose, which is, however, not mandatory. You can also fill in and submit the model withdrawal form or another clear declaration electronically in the app. If you make use of this option, We will send you confirmation of receipt of such revocation without delay (e.g. by e-mail).
To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

7.2 **Consequences of withdrawal:** If you withdraw from this Contract, We shall refund to you all payments that We have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by Us), without undue delay and at the latest

within fourteen days from the day on which the notification of your withdrawal from this Contract is received by Us. For this repayment, We will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

7.3 **Exceptions to the Right of Withdrawal:** Your right of withdrawal may be excluded in cases where We have fully performed the service if You have given Your consent for Us to commence performance of the contract before the end of the withdrawal period and at the same time confirmed Your knowledge that You will lose Your right of withdrawal upon full performance of the contract by Us.

8. Liability

8.1 You fully understand such risks by acknowledging that:

8.1.1 riding E-Vehicles involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to You or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided;
8.1.2 the E-Vehicle is a machine that may malfunction, even if properly maintained, and that such malfunction may cause injury; and
8.1.3 wearing a helmet and other protective equipment and diligent compliance with the Riding Rules and this Agreement are essential to reduce Your risk of injury and risk of causing injuries or damage to others.

8.2 If Your use of any of the Services causes any injury or damage to another person or property, then You will be liable for any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, legal fees, judgments, suits or disbursements of any kind, whether foreseeable or unforeseeable, and whether known or unknown. If Your conduct causes Us to pay third parties' claims, You are solely responsible to Us, and agree to indemnify Us, for all losses incurred by Us in paying those third party claims.

8.3 We reserve the right to offer a liability insurance arrangement ("**Insurance Cover**"), to insure, subject to limitations and exceptions of the Insurance Cover, liability You incur in respect of injury to a third party or accidental damage to the physical property of a third party arising from

Your use of the E-Vehicle. **If, for any reason, You are not eligible for the Insurance Cover, then You understand and acknowledge** that You assume liability for any and all costs caused by You to a third party, including without limitation costs of ambulance transport services, hospital stays and medical treatment.

8.4 In the event of a lack of conformity of our services, the statutory warranty rights shall apply, i.e. you have a right to subsequent performance, reduction, withdrawal and/or compensation against us.

8.5 Our liability towards you

8.5.1 We shall only be liable in respect of the provision of the App for malice, willful misconduct and gross negligence.

8.5.2 In respect of the use of an e-vehicle, We shall be liable solely in accordance with the following provisions:

8.5.2.1 We shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.

8.5.2.2 In the event of slight negligence, We shall only be liable in the event of a breach of a material contractual obligation; however, We shall not be liable for lack of economic success, loss of profit and indirect damage. An essential contractual obligation within the meaning of this provision is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner may therefore regularly rely. The liability according to this clause 8.5.2.2 is limited to the typical and foreseeable damage at the time of the conclusion of the contract.

8.5.2.3 The limitation of liability shall apply accordingly in favour of Our employees, representatives and vicarious agents.

8.5.2.4 Any liability of Us for any guarantees (which must be expressly designated as such to be guarantees in the legal sense) and for claims under the Product Liability Act shall remain unaffected.

8. 6 Neither we nor you will be liable for any damages or for any delay or

failure in performance resulting from circumstances beyond the reasonable control of the non-performing party, including, but not limited to, acts of nature or acts of God, earthquake, fire, flood, war, terrorism, civil, industrial or military disturbances, sabotage, strikes or lockouts, pandemics, epidemics, riots, loss or disruption of utilities or communications, major cyber-attacks, court orders, acts of civil or military authorities or governmental, judicial or regulatory actions.

9. Your Content

9.1 You confirm that any text, images or other information that You provide to Us whilst using the Services ("**Your Content**") will meet the Rules of Acceptable Use as is set out below in Section 10.

9.2 We do not claim ownership over Your Content and ownership will remain with You and any third party whose content You include in Your Content. You grant to Us a worldwide, non-exclusive, royalty-free and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, licence, sub-licence and exploit Your Content anywhere and in any form for the purposes of providing the Services (including, where applicable, allowing other users to view Your Content).
9.3 You must ensure that You are able to grant Us the above licence for any content owned by a third party that You include in Your Content.

9.4 Our right to use You Content does not in any way affect Your privacy rights. Please see Our Privacy Policy for information on how We use Your personal information,

9.5 We have the right to monitor any of Your Content and to reject, refuse or delete any of Your Content where We think that it breaks any of the Rules of Acceptable Use set out in Section 10.

10. Rules of Acceptable Use

10.1 In addition to the other requirements in this Agreement, this section describes specific rules that apply to Your use of the App ("**Rules of Acceptable Use**").

10.2 When using the App You must not:

10.2.1 circumvent, disable or otherwise interfere with any security

related features of the App;

10.2.2 permit another person to use the App on Your behalf; 10.2.3 use the App if We have suspended or banned You from using it;

10.2.4 advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;

10.2.5 modify, interfere, intercept, disrupt or hack the App;

10.2.6 misuse the App by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the App or any user of the App;

10.2.7 collect any data from the App other than in accordance with this Agreement;

10.2.8 submit or contribute any of Your Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;

10.2.9 submit or contribute any of Your Content that You do not own or have the right to use or otherwise infringe the copyright, trademark or other rights of third parties;

10.2.10 use Your Content in violation of any licensing terms specified by the owner;

10.2.11 submit or contribute any information or commentary about another person without that person's permission;

10.2.12 threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or harass, upset, embarrass, alarm or annoy any other person;

10.2.13 use any automated system, including without limitation 'robots', 'spiders' or 'offline readers' to access the App in a manner that send more request messages to the App than a human can reasonably produce in the same period of time; or

10.2.14 other action which is deemed as inappropriate for use of the App.

10.3 Failure to comply with the Rules of Acceptable Use constitutes a material breach of this Agreement, and may lead to:

10.3.1 immediate temporary or permanent withdrawal of Your right to use the App and/or any other Bolt app or service;

10.3.2 immediate temporary or permanent removal of any of Your Content;

10.3.3 warning;

10.3.4 legal action against You, including proceedings to recover all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and

10.3.5 disclosure of such information to law enforcement authorities as We
reasonably feel is necessary.

11. Governing law

11.1 The Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods, unless mandatory provisions of the law of the country in which the consumer has his habitual residence provide otherwise.

11.2 If You are a consumer and have your habitual residence in the EU, You additionally enjoy the protection afforded to you by mandatory provisions of the law of Your country of residence. Both We and You submit to the non-exclusive jurisdiction of the courts of Estonia, which means that You may bring a claim to enforce your consumer protection rights in connection with this Agreement in Estonia or in the EU country in which you live.

12. Miscellaneous

12.1 Notices and any other communication in connection with this Agreement or Services should be provided through the App, sent by e-mail to info@bolt.eu or reported through customer support channels made available on Our App or website.

12.2 You agree that this Agreement and all incorporated agreements may be automatically assigned by Us in Our sole and absolute discretion.

12.3 In the event of a conflict or contradiction between the Global Terms of Service and the terms and conditions for Your applicable Service Area, the Service Area terms and conditions shall prevail.

ANNEX A General Riding Rules - E-Vehicles

1 Safety Checks

1.1 It is Your responsibility to conduct a diligent safety check prior to use of the E-Vehicle that includes, without limitation, the following:

(a) good condition of the frame;

(b) good condition of wheels (i.e. that the wheels are not flat or impeded by debris or mud);

(c) safe operation of brakes;

(d) sufficient battery power;
(e) testing that the bell of the E-Vehicle is working;

(f) lights and reflectors are in good working condition if You intend to ride the E-Vehicle during the hours of darkness;

(g) E-Vehicle is free from any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need; and

(h) follow the instructions, in particular, the Safety Toolkit, which are provided to You in the App at the time of booking the E-Vehicle.

1.2 Throughout the ride You shall constantly monitor that the E-Vehicle and its operation complies with the above safety requirements. If at any time during the ride You discover a breach of safety requirement(s) or notice any other potentially unsafe defect, condition or threat, You must immediately cease riding the E-Vehicle, when it is safe to do so, and notify Us in accordance with Section 10.1 of the Agreement.

2 Road Safety

2.1 You shall ride and operate the E-Vehicle safely at all times. When using, riding or operating the E-Vehicle, You shall:

(a) comply with all applicable traffic laws and regulations; as well as observe and comply with the necessary road safety obligations that affect you when participating in road traffic;

(b) comply with the Safety Toolkit instructions;

(c) use the safety gear as recommended and as required pursuant to the above laws, regulations and instructions, and, which are reasonably required to mitigate the risk of personal injury (Such as helmet, protective pads and proper shoes);

(d) not ride the E-Vehicle under the influence of alcohol, drugs, medication or other substances that may impair Your ability to safely operate the E-Vehicle;

(e) observe the speed limit and adapt the speed according to the situation taking into account Your driving experience, road conditions, state of the road and the E-Vehicle, weather conditions, density of the traffic and other traffic conditions so that You are able to stop the E-Vehicle without hitting any obstacle that is or can reasonably be expected to be on the road.

(f) not use any mobile phone, tablet, laptop, text messaging device, music player, or other device that may distract You from safely riding the E-Vehicle;

(g) not ride the E-Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal or poses nuisance to others;

(h) not use the E-Vehicle for racing, mountain riding, stunt or trick riding;

(i) not ride the E-Vehicle on expressways and restricted roads;

(j) not ride the E-Vehicle against the flow of traffic;

(k) not ride the E-Vehicle on roads that are meant exclusively for pedestrians;

(l) shall not ride beyond permitted riding perimeter specified by the App;

(m) not ride in poor or dangerous weather or road conditions, including snow, hail, ice, sleet, freezing rain, or electrical storms, which could make it dangerous to ride the E-Vehicle;

(n) not exceed the maximum weight limit (210 pounds) of the E Vehicle;

(o) not carry additional person(s);

(p) not carry any items (e.g. briefcases, backpacks, bags and/or other items) if these may prevent You from being safely able to operate the E-Vehicle; and

(q) wear light coloured clothes to ensure that other road users are able to notice You easily.

3 Parking

3.1 You shall:

(a) not park the e-vehicle in a manner that may violate the Road Traffic Act, Ordinance on the Participation of Micro Electric Vehicles in Road Traffic (according to which the parking regulations for bicycles following from the Road Traffic Act apply mutatis mutandis to e-vehicles) or municipal regulations;

(b) not obstruct the road, impede traffic or excessively clutter the sidewalks;

(c) park the E-Vehicle visibly and in the standing position so that other users can also enjoy the use of the E-Vehicle;

(d) follow the parking instructions displayed in the App and, if applicable, park the E-Vehicle in the designated Permitted Parking Area ;

(e) report any E-Vehicle not parked in a Permitted Parking Area while using the Services, by notifying Us in accordance with Section 10.1 or using the relevant feature in the App.

3.2 If, while using the Services, You notice an E-Vehicle that is not parked

in a Permitted Parking Area, We would appreciate You notifying Us in accordance with clause 12.1 or via the relevant function in the App.

ANNEX B Model withdrawal form

To Diamond Mobility Services EE OÜ (Vana-Lõuna 15, Tallinn 10134, Estonia info@bolt.eu):

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

Ordered on: [to be completed by consumer]

Name of consumer(s): [to be completed by consumer]

Address of consumer(s): [to be completed by consumer]

Signature of consumer(s) (only if this form is notified on

paper), Date: [to be completed by consumer]

(*) Delete as applicable.