

General Terms for Package Delivery for Clients

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These General Terms for Package Delivery for Clients are set out in accordance with and in addition to the [Terms and Conditions for Passengers](#) and [Privacy Policy for Passengers](#), and define the conditions for using Package delivery via the Bolt App in the “**Bolt Send**” category. Anything not covered by these General Terms for Package Delivery for Clients, shall be governed by [Terms and Conditions for Passengers](#) and [Privacy Policy for Passengers](#). In case of any contradictions regarding using Package delivery, the conditions set forth in these General Terms for Package Delivery for Clients shall prevail. The provisions of the [Terms and Conditions for Passengers](#) applicable to Passengers equally apply to the Clients under these General Terms for Package Delivery for Clients.

By using the Bolt App for providing Package delivery services in “Bolt Send” category each Client respectively agrees to the application and content of these General Terms for Package Delivery for Clients as well as to the processing of the personal data on the conditions incorporated to these General Terms for Package Delivery for Clients and [Privacy Policy for Passengers](#).

1. DEFINITIONS

- 1.1. **Bolt App** – a smartphone application for Drivers and Clients to request and receive different services, including, Package delivery and Transportation Services.
- 1.2. **Bolt Platform** – the mobility and delivery platforms operated by Bolt.
- 1.3. **Cancellation Fee** - a fee charged to the Client for cancelling the use of an ordered service, including Transportation Services, after a certain time from the acceptance of the Client's order, as indicated in clause 4.3 of the [Terms and Conditions for Passengers](#) and in the Bolt App, and a fee charged to the Client by the Driver for cancelling the delivery of the Excluded Packages or unsuitable packages, as indicated in clause 2.6.
- 1.4. **Client** – means a user of the Bolt App that has ordered a delivery of a Package via the Bolt App and thereby enters into a Delivery Agreement with the Driver.
- 1.5. **Delivery Agreement** – means the agreement between the Client and the Driver for the delivery of the Package.
- 1.6. **Driver** – means the person providing Transportation Services and in some markets Package delivery services via the Bolt Platform.
- 1.7. **Drop-Off Location** – means the address where the Client wishes the Package to be delivered.
- 1.8. **Excluded Packages** – means packages not permitted to be transferred under the Delivery Agreement and as detailed in clause 2.4.
- 1.9. **General Terms for Package Delivery for Clients** – means these terms and conditions applicable to the relationship between Bolt and the Client in relation to the use of the Bolt App by the Client for Package delivery.
- 1.10. **Package** – means the item subject to the delivery, with the exception of the Excluded Packages listed in clause 2.4 below.
- 1.11. **Recipient** – means the person (*including the agent or representative of a legal person*) who is located at the Drop-Off Location or, where applicable, within a nearby adjacent area, subject to its designation by any means by the Client.
- 1.12. **Transportation Services** – transport service a Driver is providing to the Client whose request the Driver has accepted through the Bolt App.
- 1.13. **User** – means either the Client or the Driver as the context requires.

2. LEGAL FRAMEWORK

- 2.1. The Bolt App enables the Client to order delivery of the Package to the Recipient at a

Drop-Off Location by selecting the "Bolt Send" category in the Bolt App. The Client acknowledges that delivery of the Package is not a door-to-door delivery and the Recipient must be informed in advance by the Client about the requirement to pick up the Package from the Driver's vehicle. The Client shall ensure that the Recipient is ready to pick up the Package at the time and location designated by the Client to the Driver via the Bolt App. The Driver is not responsible for loading and unloading of the Package.

2.2. For the delivery of the Package, the Client enters into a Delivery Agreement directly with the Driver. The Delivery Agreement is deemed to be concluded from the moment the order for delivery of the Package is confirmed by the Driver via the Bolt App.

2.3. By operating the Bolt App, Bolt acts only as a provider of the information society service and is not a party to the Delivery Agreement. Bolt is not the provider of the delivery services, and is not liable in any way for the performance under the Delivery Agreement. Bolt does not supervise, direct or control the manner in which the delivery of the Package is carried out by the Driver.

2.4. Bolt App may not be used for ordering delivery of packages containing goods that have not been identified as eligible for the Bolt App (the "**Excluded Packages**"). The Excluded Packages include:

2.4.1. goods that do not fit comfortably in the Driver's vehicle cabin or goods that weigh more than 15 kg;

2.4.2. animals, human beings and other living or dead creatures, including their parts, remains, fluids or substances derived from products originating from animals, human beings or other creatures;

2.4.3. bank notes (including foreign currency), credit cards, securities, jewellery, gift vouchers and similar valuables;

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

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

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

2.4.7. food, alcohol beverages, ethyl alcohol, high-octane oxygen containing impurities, tobacco;

2.4.8. goods, the value of which exceeds 20 000 UAH;

2.4.9. stolen goods;

2.4.10. fragile items;

2.4.11. other items that are not allowed to be delivered and/or transported by law and items that cannot be transported and/or delivered without additional licences, permits, approvals etc., including goods which cannot be delivered due to the limitations pertaining either to the Client or the Recipient (e.g. medicine which requires medical prescription).

2.5. The Client must make sure that the Package is in a suitable condition for delivery (including clean, suitable for a delivery in a vehicle) and that the Package is packaged in a way that will ensure the Package will not get damaged and/or its condition will not change until it is delivered to the Recipient.

2.6. The Driver may cancel the delivery of a Package if the Driver discovers upon pick up or has reasons to think that the Package is an Excluded Package or if the Package does not comply with clause 2.5. In such cases, Cancellation Fee will be charged to the Client.

2.7. The Client is solely responsible for ensuring that Recipient is aware of the details of the Delivery Agreement concluded between the Client and the Driver. The Client shall indemnify,

defend or settle and hold Bolt harmless against any loss or damage (including legal costs) which Bolt may sustain or incur, in relation to any third party (including Recipient's) claim, to the extent such claim is based upon any breach by the Client of the provisions of these General Terms for Package Delivery for Clients.

2.8. 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.

2.9. The Driver's total liability for material damage or consequential loss, such as loss, theft, material damage, average or destruction of the items of the Package shall be the greater of (i) the original value of the affected items of the Package; or (ii) the amount of their repair or reconstitution, in both cases up to the limit of equivalent of 10,000 UAH.

2.10. The Bolt App is provided to the Client strictly on an "as is" basis. Bolt will not be liable for any interruptions, connection errors, unavailability of, or faults in the Bolt App. In no event shall Bolt's aggregate liability for any and all claims arising out of the use of the Bolt App by the same Client, including those based on tort, agreement or other grounds, exceed the UAH equivalent of 500 EUR or the amount of the fees paid to Bolt, whichever is lower.

2.11. The Drivers are free to accept and refuse to pick up or deliver the Package before the acceptance of the order for any reason.

3. ORDERING DELIVERY OF PACKAGES THROUGH THE BOLT APP

3.1. The Client shall order a delivery of the Package by the Driver to the Recipient at the Drop-Off Location. The Client and the Driver will enter into the Delivery Agreement upon confirmation of the order by the Driver.

3.2. Should the Client provide the Recipient's information in the Bolt App, the Client represents and warrants that it has obtained consent or agreement from the Recipient for sharing their telephone number(s) and/or other contact details to the Driver via the Bolt App and allowing the Driver to contact them in connection with the performance of the Delivery Agreement. The Client acknowledges and agrees that the Driver may need to contact the Recipient in order to meet its obligations under the Delivery Agreement.

3.3. The Client shall be solely responsible for the Recipient being present at the Drop-Off Location at the estimated time of delivery indicated in the Bolt App. The Client is responsible for sharing the estimated time of delivery with the Recipient. The Client must be available to receive calls via the Bolt App from the moment of ordering the delivery of Package via the Bolt App until the delivery of the Package to the Recipient.

3.4. In case of a failure to hand over the Package from the Driver to the Recipient, the Driver is entitled to cancel the delivery and charge the Client for the delivery of the Package and, if applicable, the cancellation fee. In such a case the Client shall contact Bolt's customer service to receive further advice regarding the Package. If feasible and possible, within 3 business days the Driver shall bring the Package back to the Client or send the Package back to the Client using the relevant independent delivery service selected by the Driver. Otherwise, the Client might be able to get the Package back from the Bolt's local office if such office is available in the respective city of the Client. The Client may be charged by the Driver for bringing the Package to the Client, to the Bolt's local office or for sending the Package back to the Client using the independent delivery service. Please check the location of the nearest Bolt's local office [here](#). In any case Bolt shall bear no costs for arranging such return of the Package to the Client.

3.5. Bolt, on behalf of the Driver, may cancel the delivery and fully charge the Client for the delivery if the Recipient is not available at the Drop-Off Location within 5 minutes of the arrival of the Driver thereto.

3.6. Any delivery time or other time estimate communicated to the Client via the Bolt App are

only estimated times. There is no guarantee that the Package will be delivered at the estimated time. The Client acknowledges that delivery times may also be affected by objective factors such as traffic jams, rush hours and weather conditions.

3.7. Bolt reserves the right to facilitate payment for the reasonable charges associated with the delivery, return, redelivery or disposal of the Client's Package on behalf of the Driver using any of the Client's payment methods selected in the Bolt App (including the Bolt Balance). Such amounts will be transferred by Bolt to the applicable Driver.

3.8. Bolt reserves the right to offer a liability insurance arrangement ("**Insurance Cover**"), to insure the Package, subject to limitations and exceptions of the Insurance Cover, against loss, damage or tampering with the Package. The terms of such Insurance Cover can be communicated by Bolt separately. If you would like to insure your Package before using the Package delivery service provided by the Driver via the Bolt App, please contact the respective insurance company. In any case such insurance of the Package shall be a third-party service fully separate from the provision by Bolt of the Bolt Platform and any related services.

3.9. Cash payments are not excluded while using the Package delivery service via the Bolt App.

4. CANCELLATION AND SUSPENSION OF USE

4.1. Bolt is entitled to remove the Client from the Bolt App with immediate effect and/or refuse or cancel any deliveries of any Packages, if it causes any abuse or harm to the Bolt App, if Bolt has reasonable belief of fraudulent acts by the Client when using the Bolt App, or if the Client otherwise fails to comply with its obligations under these General Terms for Package Delivery for Clients (e.g. the Recipient not being present at the Drop-Off Location on several occasions).

4.2. The Client may not use the Bolt App for any unlawful purpose, including for the purposes of money laundering. If the Client violates this clause, Bolt may permanently suspend the Client from using the Bolt App.

5. FINAL PROVISIONS

5.1. Bolt may amend these General Terms for Package Delivery for Clients from time to time.

We will inform you of any changes within a reasonable time period by sending a respective notice. Please feel free to stop using the Package delivery services if you do not agree with the updated terms. If you continue using the Package delivery after the reasonable time period as of the receipt of the notice, you are considered to have accepted the updated terms.

5.2. Nothing in these General Terms for Package Delivery for Clients limits and excludes any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation or alter your rights as a consumer that cannot be excluded under applicable law.

5.3. Bolt reserves the right to terminate the Package delivery ("Bolt Send") category in its sole discretion in the Bolt App at any time. Bolt will notify you of such termination in advance.