

## General Terms to Bolt Food service with the Partner

Updated: 10 August 2023

These General Terms are an integral part of the Agreement and shall apply to any relationship between Bolt and the Partner related to the use of the Bolt Food Platform.

### 1. DEFINITIONS

<b>Agency Fee</b>	means the fee payable by the Partner to Bolt per every event of sale of the Partner's Goods through the Bolt Food Platform for the provision of agency services to the Partner.
<b>Agreed Percentage</b>	is the percentage agreed in the Special Terms that serves as the basis for the calculation of the Agency Fee.
<b>Agreement</b>	means the agreement between Bolt and the Partner which consists of the Special Terms (separately signed between Bolt and the Partner) and these General Terms.
<b>Bolt</b>	means Bolt Operations OÜ, registry code 14532901, address Vana-Lõuna 15, Tallinn 10134, Estonia.
<b>Bolt Food Platform</b>	means the delivery platform 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 Courier and (iii) enables the Courier to offer delivery services to the Clients for the delivery of the Orders.
<b>Client</b>	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 Courier (if applicable).
<b>Confidential Information</b>	means know-how, trade secrets and other information of a confidential nature disclosed by one party to the other party (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 Agreement.
<b>Courier</b>	means a service provider who has been registered in the Bolt Food Platform as a provider of the delivery service with respect to Goods ordered through the Bolt Food Platform.
<b>Courier Terms</b>	means the terms and conditions applicable to the relationship between Bolt and the Couriers in relation to the use of the Bolt Food Platform by the Couriers.

<b>Delivery Agreement</b>	means the agreement between the Client and the Courier for the delivery of the Order, concluded through the Bolt Food Platform.
<b>Delivery Fee</b>	means the fee for the delivery services related to an Order, that the Client pays to the Partner under the Delivery Agreement in case the Partner wants to offer its own delivery services to the Client.
<b>General Terms</b>	means these general terms applicable to the Agreement and generally to the legal relationship between Bolt and the Partner in the course of using the Bolt Food Platform.
<b>Goods</b>	means any goods that the Partner sells through the Bolt Food Platform.
<b>Goods Price</b>	means the price (VAT included) that the Client has to pay to the Partner for the ordered Goods.
<b>Marketplace</b>	means the arrangements and functionalities of the Bolt Food Platform that facilitate the use of on-demand delivery services provided by the Couriers.
<b>Marketplace Fees</b>	means all such service fees and costs that Bolt may implement under Section 6.2 for covering the cost of the Marketplace and the availability of the Couriers.
<b>Minimum Order Value</b>	means the amount which indicates the minimum Goods Price for which an Order can be placed through the Bolt Food Platform.
<b>Opening Hours</b>	means the whole time period of a day during which the Partner accepts Orders and prepares Goods for pick-up by a Courier or directly by a Client (the Opening Hours indicated in the Bolt Food Platform may differ from the opening hours of the Partner's establishment).
<b>Order</b>	means the order of Goods that the Client has placed with the Partner.
<b>Order Price</b>	means the price that the User has to pay for the purchase and delivery (if applicable) of the Order.
<b>Partner</b>	means the operator of any restaurant or store that Bolt has concluded the Agreement with and where relevant, each and every establishment listed in Section (II) of the Special Terms, through which the operator conducts its business.
<b>Partner Specific Conditions</b>	means the variations from the General Terms and Schedules regarding the Partner, as set out in Section 5 of the Special Terms.
<b>Sales Agreement</b>	means the agreement between the Client and the Partner for the sale of Goods in accordance with the Order.

<b>Service Fees</b>	means the fees payable by the Partner according to Section 6.3.
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<b>Small Order Fee</b>	means the fee payable by Client to the Partner in accordance with Section 6.5 in order to compensate the difference between the Minimum Order Value and the Goods Price of a particular Order.
<b>Special Terms</b>	means the special terms under which the Agreement is concluded.
<b>User</b>	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 Bolt Food Platform enables the Partner to solicit Orders of Goods from the Clients, which will be delivered to the Clients by the Couriers or picked-up directly by the Clients.
- 2.2 For the sale of Goods through the Bolt Food Platform, a Sales Agreement is concluded directly between the Client and the Partner. For the delivery of the Order, the Client enters into a Delivery Agreement directly with the Courier. In case the Client wishes the Order to be delivered by the Courier, the Sales Agreement is deemed to be concluded from the moment that the Order is accepted by the Partner and the Courier and an Order confirmation is sent to the Client. In case of self pick-up by the Client, the Sales Agreement is deemed to be concluded from the moment that the Order is accepted by the Partner and an Order confirmation is sent to the Client. The Partner will be liable for the Goods (and production of Goods, if applicable) according to the Sales Agreement and the Courier will be liable for the delivery of the Order according to the Delivery Agreement.
- 2.3 By operating the Bolt Food Platform, Bolt acts only as a provider of the information society service and is neither a party to the Sales Agreement or the Delivery Agreement. Bolt is not the provider of the Goods or delivery services and is not liable in any way for the performance of the Sales Agreement or the Delivery Agreement.
- 2.4 By operating the Bolt Food Platform, Bolt acts as the agent for the Partner in relation to mediation of Sales Agreements between the Partner and the Clients. Bolt also acts as the agent for the Couriers in relation to mediation of Delivery Agreements between the Couriers and the Clients. As the agent Bolt has been authorised by each Partner and each Courier to receive payments from the Clients on behalf of the respective principal and allocate the received funds between the Partners and the Couriers in accordance with these General Terms and Courier Terms.
- 2.5 In case the Partner wants to offer its own delivery services to the Client for the delivery of the Goods, the Client enters into a Delivery Agreement directly with the Partner and the conditions applicable to Couriers under these General Terms apply to the Partner in respect of the Delivery Agreement.

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

### **3. PLACEMENT OF ORDERS**

3.1 When the Client has placed an Order, the Partner ensures that the confirmation of the Order will be decided within the time period provided in Schedule 1 (Service Level Requirements). Upon the Client receiving the confirmation of the Order the Sales Agreement enters into force between the Partner and the Client.

3.2 In the event that the Partner cannot provide the Goods as requested in the Order, the Partner shall not confirm the Order in the Bolt Food Platform, unless an auto-acceptance function is enabled, in which case requirements in Schedule 1 (Service Level Requirements) of these General Terms shall be followed.

3.3 The Partner shall procure that the Orders are monitored in a constant manner during the Opening Hours of the Partner's establishment, in accordance with the requirements in Schedule 1.

### **4. FULFILMENT OF ORDERS**

4.1 The Partner will be ready to launch the provision of services under the Bolt Food Platform from the moment of signing the Agreement, unless otherwise agreed in the Partner Specific Conditions. The detailed requirements and instructions for the handling of Orders are provided in Schedule 1 (Service Level Requirements) to these General Terms.

4.2 The Partner shall use its best endeavours to ensure the availability of all Goods that are displayed in the Bolt Food Platform. In the event that the Partner is or is likely to become unable to fulfil the Orders, the Partner will cease to accept any further Orders and mark itself as offline on the Bolt Food Platform until readiness to fulfil the Orders is restored.

4.3 The Partner shall ensure that the Goods prepared for delivery to the Client and/or pick-up by the Client comply with the Order of the Client. The Partner shall use its best endeavours to comply with specific instructions and requests of the Client, if applicable.

4.4 The Order shall be ready for pick-up by the Courier or by the Client within the timeframe specified in Schedule 1 (Service Level Requirements). The Partner has a right to opt-in and opt-out from the take-away function (i.e. self pick-up by the Client) at any time.

4.5 The Partner shall ensure that the ordered Goods are properly packaged (incl. in accordance with all food safety requirements in case the Goods contain food), taking into account that the Courier or the Client will only be required to pick-up a packaged Order. In case the Goods contain food, the Courier will also be required to place it into the thermo-bag for delivery. The packaging may not include any logos of the competitors of Bolt. The packaging may not include any advertising material of third parties (incl. the competitors of Bolt), unless agreed otherwise in the Partner Specific Conditions.

4.6 The Partner ensures that the Goods prepared for delivery by the Courier and/or self pick-up by the Client:

4.6.1 correspond to the description of the Goods on the Bolt Food Platform (including indications that particular Goods are gluten or nut/free or suitable for vegetarians or vegans in case the Goods contain food);

4.6.2 are not harmful to health or the environment;

4.6.3 have been properly cooked or prepared and are otherwise safe, of high quality, fit for transportation and consumption and at an appropriate temperature for consumption by the Client in case the Goods contain food;

4.6.4 comply with all applicable requirements for the preparation/production and packaging at all times (including as reasonably required to withstand the delivery process);

4.6.5 correspond to the greatest extent possible to the photography uploaded in the Bolt Food Platform.

4.7 Bolt shall have the right to inspect the process of the provision of services by the Partner at any time.

4.8 The Partner may not charge the Client any additional fees for the packaging of the Goods, unless agreed otherwise in the Partner Specific Conditions.

4.9 In case the delivery services are provided by the Partner, the Partner warrants that during the course of providing the delivery service, it complies and where relevant, its employees and/or contractors who are providing the delivery service on behalf of the Partner, comply with all relevant laws and regulations applicable to the provision of delivery service to the Client and with all requirements set out in Schedule 3 (Requirements for providing delivery service).

## **5. USE OF BOLT FOOD PLATFORM BY PARTNER**

5.1 The Partner will gain access to the Bolt Food Platform through the user account. Each Partner is entitled to have only one account to use the Bolt Food Platform. If the Partner operates its business through several establishments, each establishment is provided a separate sub-account to use the Bolt Food Platform. The account details for the Partner (and if applicable, the establishments) will be communicated to the Partner separately.

5.2 The Partner shall ensure compliance with applicable laws upon performance of its services, including laws regarding the working conditions, protection and safety of employees and other members of the Partner's personnel.

5.3 All information regarding the Partner, the Partner's establishments and their menus is uploaded to the Bolt Food Platform by the Partner in accordance with Section 5.10 of these General Terms, unless otherwise agreed with Bolt. The Partner is solely responsible for the information (incl. Goods Prices and indication of price reduction) uploaded on the Bolt Food Platform by the Partner itself or, as the case may be, by Bolt. Should the information uploaded to the Bolt Food Platform be incorrect, the Partner is obliged to amend this information itself in accordance with section 5.10 of these General Terms or, as the case may be, to inform Bolt Food Platform of inconsistencies in order for Bolt to amend incorrect information. The Partner is also obliged to provide Bolt with all data about food which is mandatory under local laws. All Partners are displayed to the Client in a ranked sequence mainly based on the availability of the Partner, delivery fee for the Client, estimated time of arrival of the Order, distance from the Client, existence of menu campaigns, newness of the Partner on the Bolt Food Platform and frequency of use and ratings by the Client with the purpose of providing a personalised and efficient user experience for the Client. All information provided by the Partner, including in particular the information regarding the Partner's Goods and Goods Prices and Opening Hours shall be accurate. The Partner shall also provide additional information regarding the Goods (ingredients

and allergens in case the Goods contain food, etc), if the Client so requests by contacting the Partner.

- 5.4 For accepting and processing Orders through the Bolt Food Platform, the Partner shall either acquire a tablet on its own or buy / rent a tablet from Bolt. The Partner procures that all rented tablets and related equipment will be maintained in good order. When necessary, Bolt and the Partner shall agree on the maintenance or the replacement of the rented tablets.
- 5.5 Bolt is not liable for and does not commit to provide continuous tech-support for the effective functioning of the Bolt Food Platform on any device (incl. any operating system). The Partner undertakes to install and/or use all updates, upgrades or modules provided by Bolt. Bolt is not liable for any damages or loss of profit resulting from the failure to perform the obligation set out in this Section 5.5.
- 5.6 The Partner shall at all times utilize good industry practices in the information technology industry with respect to comparable services to prevent the introduction of viruses into the Bolt Food Platform. If the Partner breaches the said obligation and a virus is found to have been introduced to the Bolt Food Platform as a result of a breach of the General Terms by the Partner, then the Partner shall (at its own cost) provide reasonable assistance to mitigate the effects of the virus and reimburse to Bolt all damages arising from the eradication and remedying of the Bolt Food Platform.
- 5.7 The Client may leave feedback and make complaints through the Bolt Food Platform. If the complaint relates to particular Goods the Client will be required to make such complaints within 30 days from the delivery of the Order. Bolt shall tend to the complaints at its own discretion and decide how to resolve them. Bolt, acting reasonably, may refund the Goods Price (or a part of it) to the Client at its own discretion and claim compensation for it from the Partner. If the Partner continues to receive complaints from the Clients, Bolt has the right to temporarily or permanently suspend the Partner from using the Bolt Food Platform. Bolt has the right to establish a customer complaints and refund policy, that shall be a part of the General Terms and mandatory for compliance for the Partner.
- 5.8 The Partner shall at all times utilize high quality and high resolution photos for the displaying of Goods on the Bolt Food Platform. In case such photos do not fulfil the above mentioned requirements, Bolt reserves the right to refuse the uploading of the provided photos on the Bolt Food Platform and ask for replacements or upload equivalent or similar pictures at its own discretion.
- 5.9 Bolt is entitled to change, modify or discontinue either temporarily or permanently, the provision in whole or partially of the information society service by introducing and/or discontinuing some functionality of the Bolt Food Platform as well as altering in other way or deleting the Bolt Food Platform at any given time. Bolt will communicate to Partners its decisions to discontinue functionality(ies) accordingly.
- 5.10 As part of the Bolt Food Platform, Bolt upon its sole discretion may grant and thus revoke Partner's direct access to the so-called partners' portal, which enables Partner to populate, amend and otherwise change content on a Partner-dedicated section of the Bolt Food Platform.
- 5.10.1 The Partner hereby acknowledges that it is solely responsible for granting, changing, controlling and/or removing rights for its representatives to access the so-called partners' portal on behalf of the Partner.

5.10.2 The Partner hereby acknowledges that by enabling its representative to access the partners' portal on behalf of the Partner, it is granting its representative an access right to edit Partner's preferences and menus (incl. Goods Prices), configure campaigns and special offers, view Orders (incl. Order history), grant accesses to other users and/or take other actions available in the partners' portal.

5.10.3 The Partner hereby acknowledges that it is fully responsible for and bound by any amendments, updates or any other changes (including pricing) that any of its representatives, to whom Partner has granted access-rights, make to a content on a Partner-dedicated section of the Bolt Food Platform.

## **6. FEES**

6.1 In consideration for Bolt's services as the agent for mediation of the Sales Agreements the Partner shall pay the Agency Fee to Bolt per every Order of the Client made through the Bolt Food Platform. The Agency Fee is calculated as the Agreed Percentage from the aggregate gross Goods Price earned by the Partner from the Orders placed through the Bolt Food Platform during a particular reference period.

6.2 Bolt has the right to implement Marketplace Fees in accordance with the principles of dynamic pricing by (i) applying service fees in order to cover the cost of making courier services available at the Marketplace, or (ii) forwarding the cost of making delivery services available at the Marketplace.

6.3 The Partner shall also pay Service Fees to Bolt for the use of the tablet (if applicable) and software, in accordance with the Special Terms. In addition Bolt may charge the Partner a fee for running a marketing campaign which shall be agreed between the Parties.

6.4 All fees are subject to VAT.

6.5 In case the delivery services are provided by the Partner, the Partner will receive the Delivery Fee for each delivery. If an Order is subject to Minimum Order Value, the Client will reimburse the Partner the Small Order Fee. All fees earned for the deliveries made by the Partner's employees and/or contractors will be credited onto the bank account of the Partner, who will distribute the fees as agreed with the employee and/or contractor.

## **7. INVOICING AND PAYMENTS**

7.1 The Partner undertakes to issue valid cash register's receipts for the Goods Price, and in case the delivery services are provided by the Partner, for the Delivery Fee and (where applicable) for the Small Order Fee. The issued cash register's receipts are transported to the Client together with the Goods. Bolt shall prepare and issue to the Client informational receipt for the Goods Price, and in case the delivery services are provided by the Partner, for the Delivery Fee and (where applicable) Small Order Fee, on behalf of the Partner. Bolt, acting as an agent of the Partner, shall accept the Client's payment for cash register's receipts on behalf of the Partner.

The payment obligation of the Client arising from the Sales Agreement and (where applicable) from the Delivery Agreement is deemed to be fulfilled when the payment is credited onto the bank account of Bolt or, as the case may be, when the Client has paid the Goods Price in full to the Courier in cash upon the delivery of the Order or the Client has paid the Goods Price in full to the Partner in case of self pick-up by the Client.

- 7.2 Bolt undertakes to forward the Goods Price payments (less the Agency Fee), and in case the delivery services are provided by the Partner, the Delivery Fee and (where applicable) the Small Order Fee, for all completed and delivered or picked-up Orders made through the Bolt Food Platform to the Partner for a given reference period, except for Orders for which the Courier or the Client paid the Goods Price to the Partner directly, in which case the Partner undertakes to forward the Agency Fee to Bolt for a given reference period. If any deductions are due in relation to complaints in accordance with Section 5.7 of these General Terms or otherwise, Bolt will render efforts to find the amicable solution with the Partner beforehand.
- 7.3 Invoicing and payments under this Agreement between Bolt and the Partner will be made after each reference period. Unless agreed otherwise in the Partner Specific Conditions, the reference period shall be one calendar week. If any reconciliation payments are required with respect to the reference period thereafter, the parties will communicate such need and, if necessary, make the relevant reconciliation payments in connection with the payments related to the next reference period.
- 7.4 Within three business days from the expiry of each reference period Bolt will issue an invoice to the Partner for the Agency Fee, Service Fees and any other applicable fees for a given reference period. If any payments are to be made by Bolt to the Partner in relation to the reference period, the Partner will issue an invoice to Bolt.
- 7.5 All payments between Bolt and the Partner will be settled by way of set-off to the maximum extent possible. All other payments between Bolt and the Partner that cannot be set off will be made by way of bank transfers. The bank details of Bolt and the Partner are set out in the Special Terms.
- 7.6 Bolt may, at its own discretion, limit the payment of Goods Price to the Partner in cash by the Courier. Bolt may also, at its own discretion, require the Partner to make a deposit to Bolt to enable cash payments to be made to the Partner by the Courier. The payment obligation between the Client and the Partner in case of self pick-up by the Client may be settled by direct payment in case the Partner has self pick-up by the Client opted-in in accordance with Section 4.4.
- 7.7 Any outstanding principal amount due to Bolt should be paid by the Partner to Bolt at the latest 7 days after becoming inactive on the Bolt Food Platform.
- 7.8 In case the Partner fails to make the payment under Section 7.7 by due date, it shall be liable to pay 0,5% interest per day from the total amount that is overdue. The 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.
- 7.9 Bolt has the right to forward and publish the data of the Partner and the fact, sum and other relevant information of debts of the Partner under this Agreement to debt collection agencies and other debt management service providers, incl. to Creditinfo Eesti ([www.creditinfo.ee](http://www.creditinfo.ee)), 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.

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

- 8.1 The Agreement is entered into for an unspecified period of time (without term), unless agreed otherwise in the Partner Specific Conditions.



8.2 If the Partner breaches any of its obligations under the Agreement, any applicable laws or regulations, disparage Bolt, or cause harm to Bolt's brand, reputation or business as determined by Bolt in its own sole discretion, or Bolt has reasonable belief of fraudulent acts by the Partner when using the Bolt Food Platform, Bolt has the right to temporarily suspend the Partner from using the Bolt Food Platform or terminate this agreement without any obligation to compensate for the loss of profit.

8.3 The Partner has the right to terminate the Agreement without cause at any time by giving notice at least 30 days in advance. Bolt has the right to terminate the Agreement with Partner at any time by giving reasoned notice at least 30 days in advance. Bolt shall not notify the Partner of termination in advance if Bolt:

8.3.1 is subject to a legal or regulatory obligation which requires Bolt to terminate the provision of the whole of its online intermediation services to a given Partner in a manner which does not allow Bolt to respect that notice period; or

8.3.2 exercises a right of termination under an imperative reason pursuant to national law; or

8.3.3 can demonstrate that the Partner concerned has repeatedly infringed these General Terms, resulting in the termination of the provision of the whole of the online intermediation services in question.

8.4 The Partner has the right to extraordinarily terminate the Agreement without a notice period, if Bolt repeatedly fails to comply with or breaches any of the obligations set forth in these General Terms.

8.5 The termination of the Agreement will not affect:

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

8.5.2 obligations, which are expressed to survive the termination.

8.6 Upon termination of the Agreement, all rented tablets and any other devices and equipment provided by Bolt for using the Bolt Food Platform shall be returned to Bolt in good order, taking into account the normal wear and tear, unless otherwise agreed between the parties.

8.7 In the event that after the extraordinary termination of the Agreement there is an ongoing offline marketing campaign featuring (among others) the Partner or any of the Partner's establishments, then Bolt is entitled to refrain from making any changes to the campaign materials regarding the Partner or the Partner's establishments.

## **9. LICENSING, DATA PROCESSING AND INTELLECTUAL PROPERTY RIGHTS**

9.1 Bolt grants a revocable, non-exclusive, non-transferable, non-sublicensable license to the Partner for using the Bolt Food Platform for the purpose of selling Goods and, in case the delivery services are provided by the Partner, for providing the delivery service.

9.2 By concluding the Agreement, the Partner grants a royalty free license to Bolt for displaying on the Bolt Food Platform, Partner landing page and using in its marketing and advertising the Partner's name and trade mark and all materials (including the photos of Goods) sent to Bolt by the Partner. The license is valid for the entire period of the Agreement. The Partner represents and

warrants that it is the holder of the respective intellectual property rights and that its name and trade mark and all material to be uploaded in the Bolt Food Platform by Bolt (including, but not limited to photos of the Goods) does not infringe any third party rights, including any intellectual property rights. In cases where the photos of the Goods are taken on the expense of or by a person appointed by Bolt, all rights related thereto (including intellectual property rights and the right of use) shall belong to Bolt. If the Partner has opted to buy the licence for the use of the photos of Goods, the Partner will be granted access to and it may use such photos of Goods for any purposes, except for displaying them on platforms that are competing with Bolt and using them for the provision of the same services as the Partner provides to Bolt.

9.3 All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of Bolt during the provision of services under the General Terms (including the Bolt Food Platform, Confidential Information and where relevant, photos of Goods), as well as all data and statistics about the sales made through the Bolt Food Platform belong to Bolt. The Partner shall not copy, modify, adapt, reverse-engineer, 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 sales for each reference period for a period of one year after the end of said reference period.

9.4 The terms and conditions for processing the personal data of the Clients and the Couriers is established in Schedule 2 (Data Sharing Agreement).

## **10. CONFIDENTIALITY**

10.1 During the term of the Agreement and for a period of five years following the expiry or termination of the Agreement, Bolt and the Partner shall not disclose and shall maintain the confidentiality of all Confidential Information of the other party.

10.2 Confidential Information of the other party may be disclosed to third parties only subject to a prior written notice of the other party. 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 Agreement and are subject to a confidentiality clause.

## **11. ANTI-MONEY LAUNDERING RULES**

11.1 The Partner warrants that it is in compliance with the requirements of any applicable anti money laundering laws and regulations applicable to it. The Partner warrants that it is not and any of its affiliates or ultimate beneficial owners is not subject to any international sanctions, boycotts, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws, decrees, ordinances, orders, demands, requests, rules or requirements.

11.2 Bolt has the right to conduct reviews of the Partner's compliance with anti-money laundering rules and/or suspend the Partner from using the Bolt Food Platform without prior notice, for the purpose of detecting fraud or any other violation thereof.

11.3 The Partner has to notify Bolt immediately of any circumstances that may refer to a violation of this Section 11.

## **12. LIABILITY AND INSURANCE**

- 12.1 Bolt is not liable for the performance of the Sales Agreement nor for any claims presented under the Sales Agreement, including but not limited to cases of sale and/or handing over of alcoholic beverages or any other Goods controlled under applicable local laws to Clients who are below the required minimum age and only during the times allowed under applicable laws.
- 12.2 Bolt is not liable for any indirect damage or loss of profit that the Partner may bear due to possible interruptions of availability or functioning of the Bolt Food Platform in any device.
- 12.3 Bolt is not liable for any indirect damage or loss of profit, unless caused intentionally or due to gross negligence.
- 12.4 The 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 performance of the services by the Partner under the General Terms.
- 12.5 The Partner shall indemnify to Bolt all extra costs that Bolt incurred due to the Partner breaching its obligations under the Agreement (e.g. and not limited to the costs of having the Courier return to the Partner before delivery of the Order to the Client, to retrieve Goods that the Partner initially failed to include in the Order).
- 12.6 The Partner is liable for the loss, theft of or any damage to the rented tablet provided by Bolt.
- 12.7 If the Client files a claim due to the breach of the Sales Agreement, the Partner shall release Bolt from all liability regarding the claim. In case the delivery services are provided by the Partner, the same applies to any claims due to the breach of the Delivery Agreement.
- 12.8 If provided so in the Partner Specific Conditions, the Partner shall procure that during the term of the Agreement, it has a liability insurance in place for any liability towards its customers related to the Goods.
- 12.9 In case the delivery services are provided by the Partner, the 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.
- 12.10 The Partner shall indemnify and hold Bolt harmless from and against any and all claims and liabilities, costs, and expenses (including the reasonable fees of attorneys and other professionals) which result from or arise out of (i) the use of the Partner's name, trade mark or any other materials (including the photos of Goods) by Bolt in accordance with Section 9; or (ii) breach by the Partner of any representation, warranty, covenant or obligation contained in this Agreement.

### **13. MISCELLANEOUS**

- 13.1 Additional requirements and safeguards provided in Regulation (EU) 2019/1150 (Regulation) shall apply where the termination of the Agreement or blocking of the access to the Bolt Food Platform affects the rights of the Partner using the Bolt Food Platform for the sale of Goods in the member state of the European Union or European Economic Area (Member State).

- 13.2 The Partner referred to in Section 13.1 (Business User Operating in the Member State) has the right to challenge the termination of the Agreement, blocking, and other alleged non-compliance of Bolt with the Regulation, in accordance with the Internal Complaint-Handling System Rules for Business Users of Bolt available on <https://bolt.eu/en/legal/>.
- 13.3 If there is a conflict between the Partner Specific Conditions, Special Terms, the General Terms, Schedules, or any other document incorporated by reference into the Agreement, then precedence shall be given first to the Partner Specific Conditions, second to the Special Terms, third to the General Terms, fourth to the Schedules and fifth to any other document incorporated by reference into the Agreement.
- 13.4 Where versions of the Agreement exist in any other language, the English version shall prevail.
- 13.5 Bolt reserves the right to update the General Terms anytime, by uploading the revised version on their webpage. Bolt will notify the Partner of any changes at least 30 days in advance. If the Partner does not agree to the updated General Terms, it should be communicated to Bolt in order to terminate the Agreement and discontinue the use of the Bolt Food Platform. If the Partner submits additional Goods to the Bolt Food Platform during the notice period referred to above, it shall be considered clear affirmative action to waive notice period.
- 13.6 The Partner may not assign any of the rights or obligations under the Agreement either in whole or in part.
- 13.7 The Agreement and any rights or claims arising out of or in connection with the Sales Agreement shall be governed by the substantive law of Estonia. If the respective dispute resulting from these General Terms or the Sales Agreement could not be settled by negotiations, then the dispute will be finally solved in Harju County Court in Tallinn, Estonia.

#### 14. RANKING

- 14.1 Main parameters of the ranking are outlined in section 5.3 of these General Terms. The main parameters are applied on the Bolt Food Platform in the following order (listed from the most important to the least important one):
- 14.1.1 **Availability of the Partner.** If an Order cannot be placed, this decreases the likelihood of such a Partner being relevant for the Client. If Client is able to place only a pickup Order, Bolt assumes that the Partner is less likely to be relevant for the Client compared to another Partner in case of whom the Order can be delivered by the Courier.
- 14.1.2 **Delivery fee for the Client.** The cheaper the delivery, the more likely the Partner is relevant for the Client.
- 14.1.3 **ETA of the Order.** Bolt prioritizes faster Partners over slower Partners.
- 14.1.4 **Frequency of use of Partner's services.** If Client has placed an Order with the Partner several times, the Partner is more likely to appear in the first place of the ranking for this Client.
- 14.1.5 **Ratings.** The higher the rating of the Partner, the more likely the Partner will be placed on the first place of the ranking.
- 14.1.6 **New Partners.** New Partners temporarily get a higher position on the Bolt Food Platform.

14.2 Bolt Food Platform is at its own discretion entitled to create temporary rankings that may be based on such parameters as distance from the Client, existence of the menu campaigns or newness of the Partner on the Bolt Food Platform. The visibility of Partner on the Bolt Food Platform may increase, should the Partner cover the costs of the Order or the delivery fee.

#### **15. DIFFERENTIATED TREATMENT**

15.1 Bolt Food Platform treats differently Bolt Market which is one of the Partners on the Bolt Food Platform. Bolt Market is directly or indirectly owned by the legal entity that operates the Bolt Food Platform. Therefore, Bolt Market may be favored by the Bolt Food Platform. Bolt may, among other actions, promote Bolt Market on the Bolt Food Platform, run targeted campaigns for Bolt Market on the Bolt Food Platform, offer Bolt Market insight to the behavior of the Clients and build specific features for Bolt Market only.

#### **16. ACCESS TO DATA**

16.1 In addition to personal data referred to in Schedule 2 of these General Terms the Bolt Food Platform has access to certain data of its Clients, such as:

16.1.1 Clients' Orders and contents of the Orders;

16.1.2 Clients' visits of various screens on the Bolt Food Platform;

16.1.3 Clients' text queries on search bar;

16.1.4 Clients' ratings of the Partners and comments.

16.2 Bolt Food Platform shares certain data generated through the provision of services by the Bolt Food Platform or submitted to the Bolt Food Platform for the purposes of provision of services with the Partners. Such data includes, for example, aggregate sales data via weekly reports and data on ratings provided by the Clients.

**SCHEDULE 1**  
**SERVICE LEVEL REQUIREMENTS**

These Service Level Requirements are an integral part of the Agreement and apply to the Partner's activities in providing the service of preparing the Orders and where relevant, producing the Goods.

**1. Accepting Orders**

- 1.1 When the Client has placed an Order, the Partner ensures that the confirmation of said Order will be decided within five minutes from receiving the Order notification, except where Order auto-acceptance function is enabled, in which case all Orders will be automatically accepted by the Partner.
- 1.2 In the event that the Partner cannot provide the Goods as it was requested in the Order, the Partner will not confirm the Order in the Bolt Food Platform. In case an Order has been accepted by a Partner, it shall notify Bolt thereof through Bolt Food Platform, for Order to be cancelled.
- 1.3 If the Partner has run out of a certain Goods, the Partner shall mark that Goods as unavailable in the Bolt Food Platform as soon as reasonably possible, but in any event within 10 minutes from discovering the lack of that Goods.

**2. Preparing of Orders**

- 2.1 The Partner ensures that the Goods are prepared, handled and stored in accordance with all requirements arising from applicable law at all times up to and including the time of delivery of the ordered Goods to the Client or handing-over Goods directly to a Client in case of a Client self pick-up service. The Partner's obligation to comply with all applicable law requirements includes (without limitation) all rules and regulations governing the time, temperature or other methods required for food hygiene and safety in case the Goods contain food and compliance with any additional rules applicable to handling and sale of controlled Goods under the local laws.
- 2.2 The Partner ensures that all Orders will be prepared within the preset time-frame indicated for each Order on the Bolt Food Platform. The Order shall be ready to be picked-up by the Courier or by the Client no earlier than within the last 5 minutes of the Goods preparation time frame. If the Partner has not marked the Order as "Accepted" within 5 minutes, Bolt has the right to cancel the Order unilaterally and compensate the Order Price to the Client. In case of self pick-up by the Client, the Partner has to mark the Order "Picked-up" once the Order has been picked-up and the Client has paid for the Order (if applicable).

**3. Delivery of Orders**

- 3.1 In case the delivery services are provided by the Partner, the Partner marks the Order as "Picked Up" once the Order has been picked up by the Partner's employee and/or contractor for the delivery.

3.2 After handing over the possession of the Order to the Client by the Partner's employee and/or contractor, the Partner marks the Order as "Delivered" on the Bolt Food Platform.

3.3 If the Client fails to take possession of the Order (does not pick up the phone, does not answer the door, etc), the Partner's employee and/or contractor 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 10 minute time frame. If the Client is still unavailable and unable to take possession of the Order, the Partner will contact Bolt's customer service in order to authorise Bolt to cancel the delivery and fully charge the Client for the delivery, as well as to receive further advice regarding the Order.

## SCHEDULE 2 DATA SHARING AGREEMENT

This Data Sharing Agreement is an integral part of the Agreement and shall apply to all relations that are formed between Bolt and the Partner in the course of using the Bolt Food Platform and relate to processing of the personal data.

### 1. DEFINITIONS

<b>Agreed Purposes</b>	has the meaning given to it in clause 4 of this Data Sharing Agreement.
<b>Data Protection Authority</b>	a national data protection supervisory authority; for Estonia, this is the Estonian Data Protection Inspectorate.
<b>Data Protection Legislation</b>	the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any applicable national legislation protecting Personal Data.

**Personal Data** any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Shared Personal Data**  
the Personal Data shared between the parties under clause 6 of this Data Sharing Agreement.

## **2. PURPOSE**

- 2.1. This Data Sharing Agreement is intended to document compliance with the Data Protection Legislation. Each party must ensure compliance with applicable Data Protection Legislation at all times.
- 2.2. The parties are considered separate data controllers with each party being able to determine the purpose and means of processing the personal data held under its control in accordance with its privacy notice.
- 2.3. The parties consider the data sharing necessary and in their mutual best interests. The aim of the data sharing is the performance of the Agreement.
- 2.4. The parties agree to process Shared Personal Data, as described in clause 6, only for and compatible with the following Agreed Purposes:
  - 2.4.1. performance of the Agreement;
  - 2.4.2. any other purpose incidental to or analogous with any of the above.
- 2.5. Any notice or other formal communication given to a party under or in connection with this Data Sharing Agreement shall be in writing. The corresponding email for Bolt is [privacy@bolt.eu](mailto:privacy@bolt.eu).

## **3. SHARED PERSONAL DATA**

- 3.1. The following types of Personal Data may be shared between the parties:
  - 3.1.1. the Client's first name and the initial of last name;
  - 3.1.2. the Client's phone number;
  - 3.1.3. the Client's Order and information related to the Order (special requests regarding ordered Goods, etc);
  - 3.1.4. the Courier's first name and initial of last name;
  - 3.1.5. the Courier's phone number.
- 3.2. Special category personal data may be shared between the parties only where compatible with the Data Protection Legislation.
- 3.3. The processing of Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.
- 3.4. The parties agree wherever practicable to operate proportionate checks to ensure the accuracy of the Shared Personal Data and its correct incorporation into different systems.
- 3.5. The parties ensure that their privacy notices are in accordance with the Data Protection Legislation and that data subjects are properly informed of the processing practices.

## **4. DIRECT MARKETING**

- 4.1. If a party processes the Shared Personal Data for the purposes of direct marketing, that party shall ensure that:



- 4.1.1. effective procedures and communications are in place to allow the data subject to exercise their right to opt out from direct marketing; and
- 4.1.2. 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. DATA SECURITY BREACHES AND REPORTING PROCEDURES**

- 5.1. The parties agree to provide reasonable assistance to each other to facilitate the handling of any data security breach in an expeditious and compliant manner.
- 5.2. The parties should notify any relevant potential or actual losses of the Shared Personal Data and remedial steps taken as soon as possible, to enable the parties to consider what further action is required either individually or jointly. The e-mail address to send a notification about a (possible) breach to Bolt is [privacy@bolt.eu](mailto:privacy@bolt.eu).

## **6. SECURITY AND TRAINING**

- 6.1. 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.
- 6.2. It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with any agreed technical and organisational measures to keep it secure and to uphold the data protection principles set out in Data Protection Legislation.
- 6.3. The parties shall only disclose or transfer the Shared Personal Data to a third party located outside the EEA in line with the provisions of the applicable Data Protection Legislation.
- 6.4. 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 Data Sharing Agreement where it considers that another party is not processing the Shared Personal Data in accordance with this Data Sharing Agreement, and the matter has demonstrably not been resolved through discussions between the parties.

## **7. DATA RETENTION AND DELETION**

- 7.1. No party shall retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes. parties shall continue, however, to retain Shared Personal Data in accordance with any statutory retention periods applicable in their respective countries and/or states.

## **8. FINAL PROVISIONS**

- 8.1. The Data Sharing Agreement shall be valid during the term of the Agreement.
- 8.2. In case of a conflict between the Agreement and the Data Sharing Agreement with regard to the processing of Personal Data, the Data Sharing Agreement shall prevail and apply.
- 8.3. In the event of a dispute or claim brought by a data subject or a Data Protection Authority concerning the processing of Shared Personal Data against any or all parties, the

parties will inform each other as necessary about the dispute or claim, and will cooperate with a view to settling the dispute or claim amicably in a timely manner.

**8.4.** The liability of the parties in connection with this Data Sharing Agreement will be subject to the exclusions and limitations of liability in the Agreement.

**8.5.** If any provision of this Data Sharing Agreement is declared invalid, unlawful or unenforceable by a competent authority or court, then the remainder of this Data Sharing Agreement shall remain valid. This Data Sharing Agreement shall be governed by and construed in accordance with the laws governing the Agreement, and

any disputes shall be resolved by the courts agreed for resolution of disputes under the Agreement.

### **SCHEDULE 3 REQUIREMENTS FOR PROVIDING DELIVERY SERVICE**

This Schedule applies only in case the Partner wants to offer its own delivery services to the Client for the delivery of the Goods and the Client enters into a Delivery Agreement directly with the Partner. This Schedule is an integral part of the agreement and the General Terms pertaining thereto. All capitalized terms have the same meaning as given to them in the General Terms.

#### **1. Requirements for the person providing the delivery service on behalf of the Partner**

- 1.1. The person is at least 18 years of age.
- 1.2. The person shall not provide the delivery service while he/she is carrying an illness which is likely to spread and that he/she is aware of. The person is and will at all times during the provision of the delivery service be medically fit to operate the means of delivery of the person's choosing. Bolt has the right to request the submission of a health certificate from the person and/or the Partner at any time.
- 1.3. The person may not provide the delivery service while under the influence of alcohol or drugs.
- 1.4. The Partner shall ensure that its employees and/or contractors who are providing the delivery service on behalf of the Partner shall attend, training(s), pass appropriate exam(s) and maintain all licenses, permits, registrations and approvals required for the lawful provision of service(s) pursuant to Delivery Agreements under the applicable law.

#### **2. Requirements for the provision of delivery service**

- 2.1. If under the applicable law, the person providing the delivery service on behalf of the Partner needs to be registered as service provider, entrepreneur or as a similar entity for taxation or other purposes, the person has to comply with relevant requirements for the entire period of providing the delivery service through the Bolt Food Platform.
- 2.2. The person providing the delivery service on behalf of the Partner will not engage in reckless behaviour while driving, including by driving unsafely, operating a vehicle that is unsafe to

drive, permitting an unauthorised third party to accompany the person in the vehicle while providing the delivery service.

- 2.3. The thermo-bags used for the delivery of food must be clean and in good order. If a vehicle is used for the delivery, the vehicle must also be clean and in good order.
- 2.4. The person providing the delivery service on behalf of the Partner shall make certain before each delivery of food that the thermo-bag is clean and is used in a manner that ensures food and health safety and prevents the contamination of food. The person shall clean the thermo-bag as frequently as necessary with a cloth or swab to ensure that the thermo-bag is clean when delivering the Order which contains food.
- 2.5. The person providing the delivery service on behalf of the Partner shall clean the thermo-bag using only such products and in such manner that does not cause contamination of food or pose a risk to human health. Cleaning products and disinfectants shall be used only pursuant to the instructions prepared by the producer of such products.
- 2.6. The person providing the delivery service on behalf of the Partner shall ensure that the ordered food is protected against contamination by way of remaining the thermo-bag neatly sealed during the entire delivery process. If something other than food is delivered in the same vehicle, the person shall ensure that the food is sufficiently separated in the thermo-bag to prevent contamination.
- 2.7. The person providing the delivery service on behalf of the Partner shall ensure to deliver the Order to the Client at latest within 1 hour after the Goods have been prepared by the Partner.
- 2.8. The person providing the delivery service on behalf of the Partner shall not keep the thermo-bag in direct sunlight or other extreme conditions.
- 2.9. In case the thermo-bag is damaged, or the internal insulation is torn, the person providing the delivery service on behalf of the Partner must replace the thermo-bag.