

## General Terms to Bolt Food delivery service with the Fleet

Updated: May 2023

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

### 1. DEFINITIONS

<b>Actual Delivery Cost</b>	means the actual total cost of each delivery to be reimbursed to the Fleet. The amount of the Actual Delivery Cost is calculated in accordance with Section 7.1 below.
<b>Agency Fee</b>	means the fee payable to Bolt by the Fleet in accordance with Section 7.5 below for the provision of agency services to the Fleet.
<b>Bolt</b>	means Bolt Operations OÜ, registry code 14532901, address Vana-Lõuna 15, Tallinn 10134, Estonia, e-mail address <a href="mailto:portugal-food@bolt.eu">portugal-food@bolt.eu</a> .
<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 Fleet and (iii) enables the Fleet 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 Fleet.
<b>Confidential Information</b>	means know-how, trade secrets and other information of a confidential nature (including, without limitation, all proprietary technical, industrial and commercial information, customers' and suppliers' data and techniques in whatever form held as well as any information regarding: (i) the business; and (ii) the contents of the General Terms.
<b>Fleet</b>	means any legal entity who has been registered in the Bolt Food Platform as a provider of the delivery service to the Client with respect to Goods ordered through the Bolt Food Platform.

<b>Fleet's Courier</b>	means a natural person or a legal entity who has concluded an employment or service agreement with the Fleet to provide the delivery service on behalf of and in the name of the Fleet. Each Fleet's Courier will have a personal Fleet's Courier account to use the Bolt Food Platform.
<b>Fleet Fee</b>	means the fee for the delivery services related to an Order, that the Client pays to the Fleet under the Delivery Agreement. The Fleet Fee is calculated in accordance with the principles set out in Section 7.
<b>Delivery Agreement</b>	means the agreement between the Client and the Fleet for the delivery of the Order, concluded through the Bolt Food Platform.
<b>Drop-Off Location</b>	means the address indicated on the Order, where the Client wishes to receive the ordered Goods.
<b>General Terms</b>	means these terms and conditions applicable to the relationship between Bolt and the Fleets in relation to the use of the Bolt Food Platform by the Fleets.
<b>Goods</b>	means any goods that the Partner sells through the Bolt Food Platform.
<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 Fleets.
<b>Marketplace Fees</b>	means the fees that are payable to the Fleets in accordance with Section 7.4.
<b>Minimum Order Value</b>	means the amount determined by the Bolt Food Platform which indicates the minimum Goods Price for which an Order can be placed through the Bolt Food Platform.
<b>Small Order Fee</b>	means the fee payable by Client to the Fleet in accordance with Section 7.3 in order to compensate the difference between the Minimum Order Value and the Goods Price of a particular Order.

<b>Order</b>	means the order of Goods that the Client has placed with the Partner.
<b>Partner</b>	means the operator of any restaurant or store that Bolt has concluded an agreement with and where relevant, each and every establishment through which the operator conducts its business.
<b>Request</b>	means a signal sent out to one or more Fleet's Couriers, indicating the Partner's name and location, distance and travelling time to the Partner, Drop-Off Location, distance and travelling time to the Drop-Off Location, total distance and Actual Delivery Cost.
<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. The Bolt Food Platform enables the Client to order Goods from Partners and arrange the delivery of the Orders to the Client.

2.2. For the delivery of the Order, the Client enters into a Delivery Agreement directly with the Fleet. The Delivery Agreement is deemed to be concluded from the moment that the Fleet's Courier has accepted the Request through the Bolt Food Platform. The Request is sent to a Fleet's Courier that is the closest to the Partner preparing the Order and who would deliver the Order to the Client the fastest. The Delivery Agreement is concluded through an offer and acceptance model based on the Client's Order under the local laws. The Fleet and/or the Fleet Couriers are free to decide when and where the Fleet's Couriers shall provide the delivery services on behalf of and in the name of the Fleet at its own discretion. The Fleet is under no obligation towards Bolt to perform delivery services on the Bolt Food Platform as well as there is no obligation to undertake a minimum amount of delivery services. Furthermore, unless otherwise agreed between the Fleet and the Fleet's Courier, the Fleet's Courier is free to accept, reject or ignore any Request on behalf of the Fleet. There are no consequences to the Fleet or Fleet's Courier if the Request is rejected or ignored.

2.3. By operating the Bolt Food Platform, Bolt acts only as a provider of the information society service and is not a party to the Delivery Agreement. Bolt does not in any way direct or control the Fleet and the Fleet's Couriers in connection with performing the delivery services. The Fleet's Courier is not employed by Bolt and does not act as Bolt's subcontractor, but provides the delivery service to the Client on behalf of and in the name of the Fleet. Bolt is not in any way involved and does not have any oversight of the agreement between the Fleet and the Fleet's Courier. The Fleet shall ensure that Fleet's Couriers act in compliance with these General Terms. The Fleet shall be liable for the relationship between the Fleet and the Courier to be compliant with all applicable regulations, including employment and tax and social security laws, where applicable.

2.4. By operating the Bolt Food Platform, Bolt acts as the agent for the Fleets in relation to mediation of

Delivery Agreements between the Fleets and the Clients. As the agent Bolt has been authorised by each Fleet as principal to receive certain payments from the Clients and Partners on behalf of and/or for the benefit of the Fleets and allocate the received funds between the Fleets in accordance with these General Terms.

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

2.6. Bolt is entitled to share with the relevant tax authorities any information required under Council Directive (EU) 2021/514 of 22 March 2021 amending Directive 2011/16/EU on administrative cooperation in the field of taxation, including but not limited to any consideration paid or credited to the Fleet in connection with the activities carried out through the Bolt Food Platform. Where the Fleet does not provide the information required under the Directive referred to above, Bolt is entitled to (i) terminate these General Terms, (ii) prevent the Fleet from re-registering on Bolt Food Platform and (iii) withhold the payment under Section 7 to the Fleet as long as the Fleet does not provide the information requested.

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

2.8. The Fleet and the Fleet's Couriers are free to have their own client base. Unless otherwise agreed between the Fleet and the Fleet's Courier, the Fleet's Courier can block a specific Client and/or Partner if the Fleet's Courier no longer wishes to deliver from a specific Client and/or Partner.

2.9. The Fleet and the Fleet's Couriers are free to choose the equipment needed for providing the delivery services, including use of equipment branded by Bolt's competitors.

2.10. Unless otherwise agreed between the Fleet and the Fleet's Courier, the Fleet's Courier is free to use substitutes and/or subcontractors while providing the delivery services. In such cases, the substitute and/or the subcontractor shall provide the delivery services on behalf of the Fleet's Courier, provided that the substitute and/or the subcontractor shall have a personal Fleet's Courier account.

2.11. The Fleet and the Fleet's Couriers are not subject to any assessment or rating by Bolt and are completely free in how the delivered services are performed.

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

3.1. Unless otherwise agreed between the Fleet and the Fleet's Courier, the Fleet's Couriers may choose the means of transport for providing the delivery service at their own discretion. The Fleet's Courier can change the means of transport at any time without contacting Bolt.

3.2. Unless otherwise agreed between the Fleet and the Fleet's Courier, the Fleet is solely responsible for the Fleet's Couriers complying with all relevant laws and regulations for operating and using the chosen means of transport (e.g. licenses, insurances, etc) and for ensuring that Fleet Couriers have all equipment and means that are necessary to perform the delivery services.

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

4.1. The Fleet's Courier may use the Bolt Food Platform on a smartphone or tablet. Bolt is not liable for the effective functioning of the Bolt Food Platform in any device.

4.2. The Fleet warrants that during the course of providing the delivery service, the Fleet and the Fleet's Couriers comply with all relevant laws and regulations applicable to the provision of delivery service to the Client.

4.3. The Fleet and/or the Fleet's Courier may not use the Bolt Food Platform for purposes or in a manner that is not in line with the General Terms and may not otherwise cheat the system.

4.4. The Fleet may provide the delivery service during all times that it has a Fleet's Courier signed in the Bolt Food Platform.

4.5. The Fleet must obtain and maintain all compulsory insurance required by applicable law, including, for instance, those necessary for operating motor vehicles or other used in the scope of the provision of services.

4.6. All fees earned for the deliveries made by the Fleet's Couriers will be credited onto the bank account of the Fleet, who will distribute the fees as agreed with the Fleet's Courier. Bolt does not have any information or decision in respect of the payments made by the Fleet to the Fleet's Courier.

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

4.8. The Fleet undertakes to fully adhere to all applicable laws and regulations, including but not limited to any applicable regulations/laws relating to the Fleet's Couriers' health and safety; ensuring that the Fleet's Couriers are adequately insured during provision of the delivery service rendered under the Delivery Agreement (including in respect of any hardware and/or equipment necessary for providing the delivery services); ensuring full compliance with all applicable employment related laws and regulations, where applicable, regarding parental rights, workplace safety, working time, minimum wage or others; and any tax laws. The Fleet shall ensure that the Fleet's Couriers shall have sufficient training and maintain all licenses, permits, registrations and approvals required for the lawful provision of service(s) pursuant to Delivery Agreements under the applicable law.

## **5. PICKUP OF ORDER**

5.1. The Fleet's Courier has to pick up the accepted Order at the time and location indicated on the Bolt Food Platform. An accepted Order may be withdrawn before the Order has been picked up by the Fleet Courier.

5.2. In case the Goods contain food, the Fleet's Courier has to place the food, which is previously packaged by the Partner, into a thermo-bag without adding or removing any packaging, in order to guarantee that the Goods are delivered in a safe condition, as to ensure health and food safety.

## **6. DELIVERY OF ORDER**

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

6.2. The packaging of the Partner may not be opened during the delivery process and the Goods shall be delivered as prepared by the Partner.

6.3. The Order shall be handed over to the Client at the Drop-Off Location indicated on the Bolt Food Platform. The Fleet's Courier can contact the Client throughout the delivery by calling the Client or by using the chat function on the Bolt Food Platform.

6.4. In case the Order contains alcohol, tobacco, energy drinks or any other products requiring age verification under the applicable law, the Fleet's Courier must verify that the Client is old enough to legally purchase the products by checking a valid photo identification of the Client before handing over the products (if applicable). In case the Client is not old enough or does not present a valid photo identification, the Fleet's Courier may not hand over the products.

## **7. FEES**

7.1. For each delivery the Fleet will receive the Actual Delivery Cost, which is calculated by the Bolt Food Platform.

7.2. Fleet acts as a contractor for the Client and as part of the Actual Delivery Cost the Fleet shall be entitled to a Fleet Fee payable by the Client for the delivery service rendered under the Delivery Agreement. The Fleet Fee is calculated by the Bolt Food Platform for each delivery.

7.3. If an Order is subject to Minimum Order Value, the Client will reimburse to the Fleet the Small Order Fee.

7.4. Bolt will procure that the difference between the Actual Delivery Cost and the aggregate amount of the Fleet Fee and (where applicable) the Small Order Fee will be compensated to the Fleet in the form of Marketplace Fees either by (i) paying the Marketplace Fees to the Fleet or (ii) collecting the Marketplace Fees from Partners on behalf of the Fleets and forwarding the Marketplace Fees to Fleets.

7.5. If the Fleet Fee together with the Small Order Fee (where applicable) exceeds the Actual Delivery Cost, then Bolt is entitled to charge and deduct Agency Fee from the Fleet in the amount by which the sum of the Fleet Fee and (where applicable) the Small Order Fee exceeds the Actual Delivery Cost.

7.6. The Fleet and/or the Fleet's Courier may set a minimum price per kilometre below which the Fleet and/or the Fleet's Courier does not wish to receive Requests. The Fleet and/or the Fleet's Courier may change the minimum price at any time.

## **8. PAYMENTS AND INVOICING**

8.1. Bolt, acting as an agent of the Fleet, shall prepare and issue to the Client the invoice(s) for the Fleet Fee and (where applicable) for the Small Order Fee on behalf of the Fleet and accept the Client's payment for the invoice(s) on behalf of the Fleet. The payment obligation of the Client arising from the Delivery Agreement is deemed to be fulfilled when the payment is credited onto the bank account of Bolt.

8.2. It is the responsibility of the Fleet to ensure Bolt has up-to-date billing information, such as the Fleet's VAT number, identification and address. In the event of any changes about those details, the Fleet undertakes to communicate these to Bolt within 48 hours. In the absence of such communication, the changes may not be taken into account. For the sake of clarity, Bolt cannot be held liable for any

consequences deriving from the issuance of invoices based on information provided by the Fleet. In addition, it is presumed the Fleet accepts the content of such invoices issued by Bolt if there's no express contestation within 3 working days from the time the invoice is made available. The issuance of invoices in the name and on behalf of the Fleet in no way releases the Fleet from its invoicing obligations and their VAT consequences or any legal, tax and regulatory obligations in force in Portugal. The Fleet remains solely legally liable for the VAT invoiced under the services provided.

8.3. Bolt undertakes to forward all Fleet Fee and (where applicable) the Small Order Fee payments from the Client to the Fleet's bank account that was provided to Bolt by Fleet. No payments shall be made if the amount payable to Fleets for the reference period falls below the minimum payment threshold established by Bolt. In the event that the Fleet has to pay Agency Fee to Bolt under Section 7.4 of these General Terms, Bolt shall prepare and issue a VAT invoice to the Fleet for the Agency Fee (if necessary) and deduct the Agency Fee from the payment made to the Fleet.

8.4. Invoicing and payments between Bolt and the Fleet will be made after each reference period. The reference period shall be one week.

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

9.1. If the Fleet has breaches any of the obligations set out in these General Terms, any applicable laws or regulations, commits any act against the safety and security of the Clients, disparages Bolt, or causes 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 Fleet when using the Bolt Food Platform, Bolt has the right to temporarily suspend the Fleet from using the Bolt Food Platform or terminate these General Terms, without any obligation to compensate the Fleet. In the aforementioned cases Bolt may, in its own discretion, prohibit the Fleet from registering a new Fleet account.

9.2. The Fleet has the ordinary right to terminate these General Terms by giving notice at least 15 days in advance. Bolt has the right to terminate these General Terms by giving notice at least 30 days in advance.

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

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

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

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

10.4. The Fleet will process the data of the Clients in accordance with Schedule 1 of these General Terms (Data Processing Agreement). The terms and conditions for processing the personal data of the Fleet's Couriers, who are natural persons, is established in the Privacy Policy.

## **11. CONFIDENTIALITY**

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

11.2. Confidential Information of the other party may be disclosed to third parties only subject to a prior written notice of the other party. 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.

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

12.1. The Fleet has to be in compliance with the requirements of any applicable anti money laundering laws and regulations and may not use the Bolt Food Platform for money laundering purposes. The Fleet warrants that the Fleet and the Fleet Couriers are not subject to any international sanctions, anti-terrorism or similar laws, decrees, ordinances, orders, demands, requests, rules or requirements.

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

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

## **13. LIABILITY**

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

13.2. The Fleet shall conform and where relevant, shall ensure that the Fleet's Couriers conform to the requirements of these General Terms and agree to act in accordance with the conditions and obligations thereof and any further agreements with Bolt. The Fleet shall remain liable for any infringement deriving from the conduct of the Fleet or any Fleet's Couriers.

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

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

13.5. The Fleet undertakes to comply with all tax obligations relating to the performance of the Fleet's obligations under this General Terms and/or the provision of Delivery Services through Bolt Food Platform. The Fleet assumes full responsibility and agree to indemnify Bolt and/or its affiliates for all tax expenses, duties, taxes, claims and penalties it incurs arising from the Fleet's failure to comply with the Fleet's obligations, including, but not limited to, failure to pay income tax, social security contributions,



national insurance or any payroll tax, where applicable, and any other liability, deduction, contribution, assessment or claim arising out of or made in connection with the performance of the Delivery Services and/or the use of the Bolt Food Platform by the Fleet. The Fleet further agrees to indemnify Bolt for all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Bolt in connection with or as a result of such liability, deduction, contribution, assessment or claim.

13.6 The Fleet assumes full responsibility and shall indemnify Bolt for and in relation to any liability arising out of any employment related claim or any claim based on employee status (including reasonable costs and expenses) brought by any Fleet's Courier against Bolt arising out of or in connection with the provision of the Delivery Services and/or the use of the Bolt Food Platform by the Fleet's Courier.

13.7. If the Client files a claim due to the breach of the Delivery Agreement, the Fleet shall release Bolt from all liability regarding the claim.

#### **14. MISCELLANEOUS**

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

14.2. The Fleet referred to in Section 14.1 (Business User Operating in the Member State) has the right to challenge the termination of the General Terms, 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/>.

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

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

14.5. The Fleet may not assign any of the rights or obligations under these General Terms either in whole or in part.

14.6. The General Terms and any rights or claims arising out of or in connection with the Delivery Agreement shall be governed by the substantive law of Portugal. If the respective dispute resulting from these General Terms, or the Delivery Agreement could not be settled by negotiations, then the dispute will be finally solved in Lisbon court, Portugal.

## **SCHEDULE 1 DATA PROCESSING AGREEMENT**

This Data Processing Agreement is an integral part of the General Terms pertaining thereto and shall apply to all relations that are formed between Bolt and the Fleet in the course of using the Bolt Food Platform and relate to processing of the personal data.

### **PART 1**

#### **Background information:**

**A.** In the course of performance of the Delivery Agreement and use of the Bolt Food Platform, Bolt and the Fleet share personal data with each other as separate data controllers.

**B.** In case of a conflict between the Delivery Agreement and the Data Processing Agreement with regard to the processing of personal data, the Data Processing Agreement shall prevail.

#### **1. GENERAL PROVISIONS AND DEFINITIONS**

1.1. The terms used in this Data Processing Agreement are used in the meaning given to them in the General Terms pertaining thereto or in the meaning given to them in Article 4 of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter the **GDPR**). The term “**data subject**” shall mean the identified or identifiable natural person who uses Bolt Food Platform and to whom the personal data shared relates.

1.2. In the meaning of GDPR, Bolt and the Fleet shall both be data controllers with regard to the personal data processing conducted by each in the respective scope.

#### **2. GENERAL OBLIGATIONS OF FLEET**

2.1. The Fleet shall process personal data only in accordance with the applicable law, the General Terms and the terms and conditions of this Data Processing Agreement.

2.2. The Fleet shall not process personal data outside the European Economic Area.

2.3. The Fleet agrees to process personal data received from Bolt only in accordance with the data processing principles described in Part 2 herein and only for the purposes described in Part 3 herein, unless the data subject has separately authorized the Fleet for further processing. For the avoidance of doubt, the Fleet may not use the data subject's personal data for marketing purposes, unless the data subject has expressly stated otherwise.

2.4. The Fleet shall ensure the full confidentiality of the personal data received from Bolt. The Fleet shall ensure that access to the personal data received from Bolt shall be given to only those representatives and Fleet Couriers who require it strictly in relation to the performance of their duties and that all such representatives are subject to a confidentiality obligation.

2.5. The Fleet shall ensure the security of personal data for the purposes of protecting personal data from accidental or unauthorised processing, disclosure or destruction. The Fleet shall inter alia procure that no physical or other copies are made of the data provided to the Fleet through the Bolt Food

Platform.

2.6. Upon the termination of the Agreement, the Fleet shall delete or destroy all personal data received from Bolt, incl. all (backup) copies of the personal data in the possession of the Fleet that is received from Bolt, unless otherwise required under applicable laws or data subject has authorized the Fleet to further processing and retention of personal data.

2.7. If the Fleet uses (sub)processors, the Fleet shall assume full liability for the (sub)processor's actions.

2.8 The Fleet is obliged to notify Fleet's Couriers of Bolt processing their personal data, in line with the disclosures set out in the Privacy Notice available at [www.food.bolt.eu/legal](http://www.food.bolt.eu/legal).

2.9. Bolt has the right to check the performance of the Data Processing Agreement by the Fleet at any time.

### **3. RIGHTS OF THE DATA SUBJECTS**

3.1. Both Parties shall ensure that personal data processing procedures carried out by each are lawful.

3.2. The Fleet shall guarantee that while processing the personal data, all the data subjects' rights according to the GDPR are guaranteed to the data subjects, including but not limited to the following rights:

3.2.1. the right of access under GDPR Article 15,

3.2.2. the right to rectification under GDPR Article 16,

3.2.3. the right to erasure ("right to be forgotten") under GDPR Article 17,

3.2.4. the right to restriction of processing under GDPR Article 18;

3.2.5. the right to data portability under GDPR Article 20.

### **4. PERSONAL DATA BREACHES**

4.1. In case of a (suspected) personal data breach related to the personal data received from Bolt or an incident that is likely to escalate into a personal data breach, the Fleet shall immediately notify Bolt thereof.

4.2. The Fleet shall send the notification to Bolt immediately, but no later than within 24 hours of learning about the data breach.

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

5.1. The Fleet shall assume full liability and indemnify and hold harmless Bolt for any and all liability, damage, administrative fines or any other claims created for Bolt or which any person submits against Bolt with regard to the Fleet's violation of the Data Processing Agreement or requirements of the applicable law.

5.2. In case of a violation of any condition of the Data Processing Agreement or a requirement under the applicable law, the Fleet shall compensate Bolt in full for any damage caused directly or indirectly by the violation, including legal expenses associated with the violation.

5.3. The Fleet shall immediately notify Bolt if any claim or administrative fine is submitted against the Fleet in relation to the Data Processing Agreement.

## **6. FINAL PROVISIONS**

6.1. The Data Processing Agreement shall be valid during the term of the Agreement.

6.2. The Data Processing Agreement shall be governed by the laws of Portugal.

## **PART 2**

### **Data processing principles:**

1. Purpose limitation: Personal data may be processed and used only for purposes described in Part 3.
2. Data quality and proportionality: Personal data must be accurate, adequate, relevant and, where necessary, kept up to date.
3. Transparency: Data subjects must be provided with information about their collected personal data to ensure fair processing (information about the purposes of processing and transfer).
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction, unauthorised disclosure or access.
5. Rights of access, rectification, deletion and objection: The data subjects must be provided with the personal information about them that the data controller holds. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles.

## **PART 3**

### **1. Data subjects**

Natural persons using the Bolt Food Platform (Clients) and Fleet's Couriers.

### **2. Purpose of data processing**

Enabling the data subjects to use the Bolt Food Platform for ordering the delivery of the ordered Goods using Fleet.

### **3. Categories of personal data**

Following data disclosed about the data subjects via Bolt Food Platform:

- 3.1 first name and the first letter of the last name;
- 3.2 phone number;
- 3.3 Order contents and the Order Price;
- 3.4 address, where the Order is to be delivered (incl. gate codes etc, if applicable);
- 3.5 any other notes made by the Client to the fleet through the Bolt Food Platform.

### **4. Processing period**

The data importer (Fleet) agrees to delete or destroy the personal data about each data subject

received from the data exporter (Bolt) within one month after the fulfilment of each Order, unless the data subject has separately authorized the data importer (Fleet) to further processing.

#### **5. Sensitive data**

No sensitive personal data is transferred.