

## **General Terms to Bolt Food delivery service with the Courier**

Updated: July 2022

These General Terms shall apply to all relations between Bolt and the Courier in the course of using the Bolt Food Platform, as defined below. By signing up for the Bolt Food Platform, the Courier agrees to the application and content of these General Terms and is informed about the processing of the Courier's personal data disclosed during registration and use of the Bolt Food Platform on the conditions set out in these General Terms and the Privacy Policy.

### **1. DEFINITIONS**

<b>Actual Delivery Cost</b>	means the actual total cost of each delivery to be reimbursed to the Courier. 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 Courier in accordance with Section 7.5 below for the provision of agency services to the Courier.
<b>Balance</b>	account balance of the Courier on Bolt Food Platform calculated in accordance with Section 8 below.
<b>Bolt</b>	means Bolt Operations OÜ, registry code 14532901, address Vana-Lõuna 15, Tallinn 10134, Estonia, e-mail address <a href="mailto:hungary-food@bolt.eu">hungary-food@bolt.eu</a> .
<b>Bolt Group Companies</b>	means companies over which Bolt Technology OÜ (registry code 12417834, address Vana-Lõuna tn 15 Tallinn Harjumaa 10135), exercises right of control.
<b>Bolt Partners</b>	means local representatives, local branches, agents appointed or mandated by Bolt Technology OÜ or Bolt Operations OÜ.
<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.
<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>Courier</b>	means any natural person, sole entrepreneur or legal entity and where relevant, its employees and/or contractors, who have 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>Courier Fee</b>	means the fee for the delivery services related to an Order, that the Client pays to the Courier under the Delivery Agreement. The Courier 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 Courier 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 Couriers in relation to the use of the Bolt Food Platform by the Couriers.
<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 Couriers.
<b>Marketplace Fees</b>	means the fees that are payable to the Couriers in accordance with Section 7.4.

<b>Goods Price</b>	means the gross price (including with applicable value added, sales or other taxes where applicable) that the Client has to pay to the Partner for the ordered Goods.
<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 Courier 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 Couriers, indicating the time and location of Order pick up.
<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 Courier. The Delivery Agreement is deemed to be concluded from the moment that the Courier has accepted the Request through the Bolt Food Platform. The Request is sent to a Courier who is the closest to the Partner preparing the Order and who would deliver the Order to the Client the fastest.
- 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. The Courier is not employed

by Bolt and does not act as Bolt's subcontractor, but provides the delivery service to the Client as an independent contractor.

- 2.4. By operating the Bolt Food Platform, Bolt 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 Courier as principal to receive certain payments from the Clients and Partners on behalf of and/or for the benefit of the Couriers and allocate the received funds between the Couriers in accordance with these General Terms.
- 2.5. All Couriers acting on the Bolt Food Platform shall be considered traders within the meaning of Directive (EU) 2005/29.

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

- 3.1. The Couriers may choose the means for providing the delivery service at their own discretion.
- 3.2. The Courier is solely responsible for complying with all relevant laws and regulations for operating and using the chosen means of transport (e.g. licenses, insurances, etc).
- 3.3. The Courier must ensure that, at all times, itself or its employees / contractors (if any) conform to the requirements of this General Terms and agree to act in accordance with the conditions and obligations thereof and any further agreements with Bolt. The Courier and its employees and/or contractors shall remain jointly and severally liable for any infringement deriving from the conduct of such employee / contractor.

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

- 4.1. After receiving the account details from Bolt, the Courier may commence using the Bolt Food Platform on the Courier's smartphone or tablet. Bolt does not provide the devices or sufficient internet connection for using the Bolt Food Platform. Bolt is not liable for the effective functioning of the Bolt Food Platform in any device.
- 4.2. The Courier warrants that during the course of providing the delivery service, it complies with all relevant laws and regulations applicable to the provision of delivery service to the Client and with all requirements set out in Schedule 2 (Requirements for providing delivery service).
- 4.3. The detailed instructions and guidelines for using the Bolt Food Platform are set out in Schedule 3 (Instructions for using Bolt Food Platform). The 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 Courier may provide the delivery service during all times that it has signed in the Bolt Food Platform. The Courier is welcomed to wear Bolt branded clothes, if the Courier has opted to buy them, at all times, taking into account the limitations below. For the provision of the delivery service of Goods which contain food, the Courier may use the thermo-bag provided by Bolt or a personal thermo-bag. During the provision of delivery service under the Bolt Food Platform the Courier is restricted to use any clothing, accessories or equipment which displays or includes any logos or branding of a competing delivery platform. In any event, the Courier may not use any clothing, accessories or equipment

displaying Bolt logos or branding combined with any clothing, accessories or equipment displaying the logos or branding of a competing delivery platform.

- 4.5. The Courier may choose the time and duration of providing the delivery service on the Bolt Food Platform at its own discretion. Notwithstanding the above, the Courier must complete the delivery of any accepted Order before discontinuing the provision of services.
- 4.6. The Courier will ensure and be responsible that itself and where relevant, its employees and/or contractors, comply with the requirements for providing the delivery service, as set out in Schedule 2 of these General Terms. All fees earned for the deliveries made by the Courier's employees and/or contractors will be credited onto the bank account of the Courier, who will distribute the fees as agreed with the employee and/or contractor.
- 4.7. The Client may leave feedback and make complaints regarding the delivery service through the Bolt Food Platform. Bolt shall tend to the complaints at its own discretion, investigate the complaint (where necessary) and decide on the further course of action in resolving the complaints. If the Courier has materially breached its obligations or has received several complaints, Bolt has the right to temporarily or permanently suspend the Courier from using the Bolt Food Platform.
- 4.8. 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.

## **5. PICKUP OF ORDER**

- 5.1. The Courier has to pick up the accepted Order at the time and location indicated on the Bolt Food Platform.
- 5.2. In case the Goods contain food, the Courier has to place the food, which is previously packaged by the Partner, into the thermo-bag without adding or removing any packaging.

## **6. DELIVERY OF ORDER**

- 6.1. The 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 Courier.
- 6.2. The Courier may not open the packaging of the Partner and has to deliver the Goods as prepared by the Partner. The Courier is not allowed to change, modify, add to, remove from or temper with the Goods in any way.
- 6.3. The Courier has to hand over the Order to the Client at the Drop-Off Location indicated on the Bolt Food Platform. Detailed instructions for cases where the Courier is unable to deliver the Order at the Drop-Off Location is set out in Schedule 3 (Instructions for using 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 Courier has to verify that the Client is old enough to legally purchase the products by checking a valid photo identification of the Client before handing over the products (if applicable). In case the Client is not old enough or does not present a valid photo identification, the Courier may not hand over the products.
- 6.5. In case the delivery of alcohol is restricted during a particular time slot, it is the Courier's responsibility to hand over the alcohol to the Client only during the times allowed under applicable laws.

## **7. FEES**

- 7.1. For each delivery the Courier will receive the Actual Delivery Cost, which is calculated by the Bolt Food Platform in accordance with the principles of dynamic pricing, taking into account the distance and time of delivery, the traffic situation, weather conditions, the pool of couriers available on the Marketplace and other factors.
- 7.2. Courier acts as an independent contractor for the Client and as part of the Actual Delivery Cost the Courier shall be entitled to a Courier Fee payable by the Client for the delivery service rendered under the Delivery Agreement. The Courier Fee is calculated by the Bolt Food App for each delivery.
- 7.3. If an Order is subject to Minimum Order Value, the Client will reimburse to the Courier the Small Order Fee.
- 7.4. Bolt will procure that the difference between the Actual Delivery Cost and the aggregate amount of the Courier Fee and (where applicable) the Small Order Fee will be compensated to the Courier in the form of Marketplace Fees either by (i) paying the Marketplace Fees to the Courier or (ii) collecting the Marketplace Fees from Partners on behalf of the Couriers and forwarding the Marketplace Fees to Couriers.
- 7.5. If the Courier Fee together with the Small Order Fee (where applicable) exceeds the Actual Delivery Cost, then Bolt is entitled to charge Agency Fee from the Courier in the amount by which the sum of the Courier Fee and (where applicable) the Small Order Fee exceeds the Actual Delivery Cost.
- 7.6. The details of calculation of the Actual Delivery Cost will be adjusted from time to time by Bolt taking into account the number of orders, market situation, weather conditions, supply, availability of the Couriers on the Marketplace, and other factors related to the delivery service.
- 7.7. Bolt may establish a marketing fee payable to the Couriers for participating in the marketing of Bolt brand.
- 7.8. Bolt has the right to establish other fees applicable to the Courier by updating these General Terms and notifying the Courier through the Bolt Food Platform thereof, any such amendments will enter into force as per the conditions set forth herein and in accordance with the Online Platform Regulation.

- 7.9. All fees earned for the deliveries made by the Courier's employees and/or contractors will be credited onto the bank account of the Courier, who will distribute the fees as agreed with the employee and/or contractor

## **8. PAYMENTS AND INVOICING**

- 8.1. The Courier, shall prepare and issue to the Client the invoice(s) for the Courier Fee and (where applicable) for the Small Order Fee on behalf of the Courier and accept the Client's payment for the invoice(s) on behalf of the Courier, except for cash payment. 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 or, as the case may be, when the Client has paid the Courier Fee and (where applicable) the Small Order Fee in full to the Courier in cash upon the delivery of the Order.
- 8.2. The Courier shall prepare and issue to Bolt on a weekly basis the invoice for any due amounts by Bolt based on the received Bolt's summary / claim statement.
- 8.3. Bolt undertakes to forward all Courier Fee and (where applicable) the Small Order Fee payments from the Client to the Courier's bank account that was provided to Bolt by Courier, except for cash payments (unless the Client fails to pay Courier Fee and (where applicable) the Minimum Value to the Courier). No payments shall be made if the amount payable to Couriers for the reference period falls below the minimum payment threshold established by Bolt or in case the Balance is negative after the reference period. In the event that the Courier has to pay Agency Fee to Bolt under Section 7.5 of these General Terms, Bolt shall prepare and issue a VAT invoice to the Courier for the Agency Fee (if necessary) and deduct the Agency Fee from the payment made to the Courier.
- 8.4. Invoicing and payments between Bolt and the Courier will be made after each reference period. The reference period shall be one week.
- 8.5. Bolt may facilitate an option to the Client that allows the Client to pay for the Order in cash to the Courier. The Courier has to insert the sum of cash received from the Client to the Bolt Food Platform. In such a case, the Courier's Balance decreases by an amount equivalent to the sum of cash received from the Client.
- 8.6. The Bolt Food Platform may request the Courier to pay the Goods Price to the Partner in cash from the Courier's Balance upon pick up of the Order. In such a case, the Courier's Balance increases by an amount equivalent to the sum of cash paid to the Partner.
- 8.7. The Courier's Balance also increases by an amount equivalent to the sum of the Courier Fee and (where applicable) the Small Order Fee in case the payment for the Order is processed from the Client's payment card or other payment methods (incl. in case of cash payment) activated by the Client on the Bolt Food Platform.
- 8.8. Bolt may, at its own discretion, limit dispatching the Courier to Orders for which the Client shall pay in cash. Bolt may also, at its own discretion, require the Courier to make a deposit to Bolt to enable cash payments to be made to the Courier.
- 8.9. Any outstanding principal amount due to Bolt (i.e. negative Balance) should be paid by the Courier to Bolt at the latest 7 days after becoming inactive on the Bolt Food Platform.

- 8.10. In case the Courier fails to make the payment under Section 8.9 by due date, it shall be liable to pay 0,5% interest per day from the total amount that is overdue. The Courier 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.
- 8.11. Bolt has the right to forward and publish the personal data of the Courier (if applicable) and the fact, sum and other relevant information of debts of the Courier under these General Terms 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.

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

- 9.1. If the Courier or the Courier's employees / contractors breaches any of the obligations set out in these General Terms, 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 Courier when using the Bolt Food Platform, Bolt has the right to temporarily suspend the Courier from using the Bolt Food Platform or terminate these General Terms without any obligation to compensate for the loss of profit. In the aforementioned cases Bolt may, in its own discretion, prohibit the Courier from registering a new Courier account.
- 9.2. The Courier has the ordinary right to terminate these General Terms by giving notice at least 15 days in advance. Bolt has the right to terminate this agreement by giving notice at least 15 days in advance.
- 9.3. In addition, Bolt has the right to terminate these General Terms, if the provision of the information society service under these General Terms is prohibited under applicable law or if an imperative reason arises from applicable law to terminate these General Terms.
- 9.4. The Courier has the right to extraordinarily terminate these General Terms without a notice period, if Bolt repeatedly breaches or fails to comply with any of the obligations set out in these General Terms.
- 9.5. The termination of this agreement will not affect:
- 9.5.1. any accrued rights of either party, including any right to receive any payments due but unpaid before the termination; or
  - 9.5.2. obligations, which are expressed to survive the termination.
- 9.6. If the Courier's account is terminated from the Bolt Food Platform, the Courier undertakes to return to Bolt the thermo-bag provided by Bolt within 3 business days from the date of termination. If the thermo-bag is not returned duly or not in good order, Bolt has the right to keep the deposit charged from the Courier for the thermo-bag.

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



- 10.1. Bolt grants a revocable, non-exclusive, non-transferable, non-sublicensable license to the Courier 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 Courier 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 Courier or the Courier's employees / contractors 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 Courier or the Courier's employees / contractors 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 Couriers, who are natural persons, is established in the Privacy Policy, available on Bolt's website.

## **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 Courier 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 Courier 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 Courier warrants that he/she is not subject to any international sanctions, anti-terrorism or similar laws, decrees, ordinances, orders, demands, requests, rules or requirements.
- 12.2. Bolt has the right to conduct reviews of the Courier's compliance with anti money laundering rules and/or suspend the Courier from using the Bolt Food Platform without prior notice, for the purpose of detecting fraud or any other violation thereof.
- 12.3. The Courier has to notify Bolt immediately of any circumstances that may refer to a violation of this Section 12.

## **13. LIABILITY**

- 13.1. The Courier 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 Courier shall conform and where relevant, shall ensure that its employees and/or contractors 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 Courier and its employees and/or contractors shall remain jointly and severally liable for any infringement deriving from the conduct of such employee and/or contractor.
- 13.3. Bolt is liable for damages or loss of profit that the Courier may bear only in cases of intentional or grossly negligent breaches of these General Terms by Bolt.
- 13.4. The Courier 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 Courier under these General Terms.
- 13.5. If the Client files a claim due to the breach of the Delivery Agreement, the Courier shall release Bolt, Bolt Group Companies or Bolt Partners from all liability regarding the claim.

#### **14. GOVERNING LAW, COMPLAINTS AND DISPUTES**

- 14.1. These 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 the Republic of Estonia.
- 14.2. In case of any complaints, Bolt makes available its internal complaints system available at <https://bolt.eu/en/legal/complaint-handling-system-for-business/> where the Couriers are able to submit complaints, especially with regards to the matters below:
  - 14.2.1. alleged non-compliance by Bolt with any obligations laid down in the Online Platform Regulation which affects the Courier,
  - 14.2.2. technological issues which relate directly to the performance of Bolt Food Platform,
  - 14.2.3. measures taken by, or any behaviour of Bolt which relate directly to its services, and which affects the Courier directly.

Bolt will review the complaint and revert to the Courier about the subject matter of the complaint without undue delay, taking into account the importance and complexity of the issue raised. If the complaint could not be resolved through Bolt's internal complaint-handling system, the Courier may choose a mediator from the list of mediators available on [www.advokatuur.ee/est/advokaadid/vandeadvokaatidest-lepitajad](http://www.advokatuur.ee/est/advokaadid/vandeadvokaatidest-lepitajad) to attempt to reach an agreement in the issue.

If the respective dispute could not be settled by neither the internal complaints system nor mediation, then the dispute will be finally solved in Harju County Court in Tallinn,

Estonia.

Bolt will bear a reasonable proportion of the total costs of mediation in each individual case. Such a reasonable proportion of those total costs will be determined, on the basis of a suggestion by the mediator, by taking into account all relevant elements of the case at hand.

## **15. MISCELLANEOUS**

- 15.1. 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 Courier 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).
- 15.2. The Courier referred to in Section 14.1 (Business User Operating in the Member State) has the right to challenge the termination of these 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/>.
- 15.3. Where versions of these General Terms exist in any other language, the English version shall prevail.
- 15.4. Bolt reserves the right to update the General Terms anytime, by notifying the Courier either through the Bolt Food Platform or the e-mail address provided to Bolt at least 15 days in advance.

Any changes to the General Terms will be notified on a durable medium to the Courier within a set notice period which is reasonable and proportionate in light of the specific circumstances and which is at least 15 days from notification. Bolt will grant longer notice periods when this is necessary to allow technical or commercial adaptations to comply with the changes. This 15 days notice period shall not apply where Bolt:

- (a) is subject to a legal or regulatory obligation which requires it to change its terms and conditions in a manner which does not allow it to respect the 15 days notice period;
- (b) has exceptionally to change its terms and conditions to address an unforeseen and imminent danger related to defending the online intermediation services, consumers or business users from fraud, malware, spam, data breaches or other cybersecurity risks.

The Courier is in any case entitled to waive such notice period by means of a written statement or a clear affirmative action, except in case of editorial changes .

During the notice period, submitting new services, also by means of the Courier-s employees / contractors to the online intermediation services shall be considered clear affirmative action to waive the notice period, except in cases where the reasonable and proportionate notice period is longer than 15 days because the changes to the terms and conditions require significant technical adjustments. In such cases, the notice period shall not be considered automatically to be waived.

- 15.5. The Courier or the Courier's employees / contractors may not assign any of the rights or obligations under these General Terms either in whole or in part.
- 15.6. These 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 the Republic of Estonia. 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 Harju County Court in Tallinn, Estonia.

**SCHEDULE 1**  
**DATA PROCESSING AGREEMENT**

This Data Processing Agreement is an integral part to the General Terms and shall apply to all relations that are formed between Bolt and the Courier 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 Courier 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 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 Courier shall both be data controllers with regard to the personal data processing conducted by each in the respective scope.

**2. GENERAL OBLIGATIONS OF COURIER**

- 2.1. The Courier shall process personal data only in accordance with the applicable law, the terms and conditions of the General Terms and the terms and conditions of this Data Processing Agreement.
- 2.2. The Courier shall not process personal data outside the European Economic Area.
- 2.3. The Courier 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 Courier for further processing. For the avoidance of doubt, the Courier may not use the data subject’s personal data for marketing purposes, unless the data subject has expressly stated otherwise.
- 2.4. The Courier shall ensure the full confidentiality of the personal data received from Bolt. The Courier shall ensure that access to the personal data received from Bolt shall be given to only those representatives of the Courier who need 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 Courier shall ensure the security of personal data for the purposes of protecting personal data from accidental or unauthorised processing, disclosure or destruction. The Courier shall inter alia procure that no physical or other copies are made of the data provided to the Courier through the Bolt Food Platform.

- 2.6. Upon the termination of the General Terms, the Courier shall delete or destroy all personal data received from Bolt, incl. all (backup) copies of the personal data in the possession of the Courier that is received from Bolt, unless otherwise required under applicable laws or data subject has authorized the Courier to further processing and retention of personal data.
- 2.7. If the Courier uses (sub)processors, the Courier shall assume full liability for the (sub)processor's actions.
- 2.8. Bolt has the right to check the performance of the Data Processing Agreement by the Courier 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 Courier 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 and 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 Courier shall immediately notify Bolt thereof.
- 4.2. The Courier 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 Courier 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 Courier'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 Courier 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 Courier shall immediately notify Bolt if any claim or administrative fine is submitted against the Courier in relation to the Data Processing Agreement.

## **6. FINAL PROVISIONS**

- 6.1. The Data Processing Agreement shall be valid during the term of the General Terms.
- 6.2. The Data Processing Agreement shall be governed by the laws of the Republic of Estonia.

### **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).

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

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

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

Following data disclosed about the data subject 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 Courier through the Bolt Food Platform.

#### **4. Processing period**

The data importer (Courier) 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 (Courier) to further processing.

**5. Sensitive data**

No sensitive personal data is transferred.



## **SCHEDULE 2 REQUIREMENTS FOR PROVIDING DELIVERY SERVICE**

This Schedule is an integral part of the General Terms pertaining thereto. All capitalized terms have the same meaning as given to them in the General Terms.

### **1. Requirements for the Courier's person**

- 1.1. The Courier is at least 18 years of age.
- 1.2. The Courier 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 Courier is and will at all times during the provision of the delivery service be, medically fit to operate the means of delivery of its choosing. Bolt has the right to request the submission of a health certificate from the Courier at any time. If the Courier gives reason to assume that the delivery would not be safe or if the Courier refuses to provide the health certificate, Bolt has the right to suspend the Courier's access to the Bolt Food Platform.
- 1.3. The Courier may not provide the delivery service while under the influence of alcohol or drugs.
- 1.4. The Courier shall attend and where relevant, shall ensure that its employees and/or contractors 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 Courier needs to be registered as service provider, entrepreneur or as a similar entity for taxation or other purposes, the Courier has to comply with relevant requirements for the entire period of providing the delivery service through the Bolt Food Platform.
- 2.2. When the Courier joins the Bolt Food Platform, he/she shall participate in a hygiene and health safety training.
- 2.3. The Courier 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 Courier in the vehicle while providing the delivery service.
- 2.4. 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.
- 2.5. The Courier 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 Courier 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.
- 2.6. The Courier 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.

- 2.7. The Courier 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 Courier shall ensure that the food is sufficiently separated in the thermo-bag to prevent contamination.
- 2.8. The Courier shall ensure to deliver the Order to the Client at latest within 1 hour after the Goods has been prepared by the Partner.
- 2.9. The Courier shall not keep the thermo-bag in direct sunlight or other extreme conditions.
- 2.10. In case the thermo-bag is damaged, or the internal insulation is torn, the Courier must replace the thermo-bag.

**SCHEDULE 3**  
**INSTRUCTIONS FOR USING BOLT FOOD PLATFORM**

This Schedule is an integral part of the General Terms pertaining thereto. All capitalized terms have the same meaning as given to them in the General Terms.

1. For providing the delivery service, the Courier needs to mark itself active on the Bolt Food Platform by pressing "Go Online" at any time. For discontinuing the provision of the delivery service for the day, the Courier needs to mark him- or herself inactive on the Bolt Food Platform by pressing "Stop New Requests" at any time.
2. During the provision of the delivery service (and at other times), the Courier is welcomed to wear Bolt branded clothes, if the Courier has opted to buy them.
3. When the Partner has accepted an Order placed by the Client, a Request is sent out to one of the nearby Couriers. The Courier may choose to accept or decline the Request.
4. The Courier may accept new Requests also before the Delivery of the previous Order is completed.
5. The Order must be picked up by the Courier no later than 15 minutes after the Partner has marked the Order as "Ready for Pickup".
6. After picking up the Order from the Partner, the Courier marks the Order as "Picked Up" on the Bolt Food Platform.
7. After handing over the possession of the Order to the Client, the Courier marks the Order as "Delivered" on the Bolt Food Platform.
8. If the Client fails to take possession of the Order (does not pick up the phone, does not answer the door, etc), the Courier 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 Courier 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.