

Opći uvjeti za Bolt uslugu dostave hrane s Partnerom

Ažurirano: prosinac 2022

Ovi Opći uvjeti sastavni su dio Ugovora i primjenjuju se na bilo koji odnos između Bolta i Partnera u vezi s korištenjem Bolt Food platforme.

General Terms to Bolt Food service with the Partner

Updated: December 2022

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. DEFINICIJE

Posrednička naknada	znači naknadu koju Partnera plaća Boltu za svaki događaj prodaje Partnerove robe putem Bolt Food platforme za pružanje posredničke usluge Partneru.
Ugovoreni postotak	je postotak ugovoren u Posebnim uvjetima koji služi kao osnova za obračun Posredničke naknade.
Ugovor	znači ugovor između Bolta i Partnera koji se sastoji od Posebnih uvjeta ovih Općih uvjeta.
Bolt	znači Bolt Operations OÜ, registarski br. 14532901, adresa Vana-Lõuna 15, Tallinn 10134, Estonija.
Bolt Food platforma	znači platforma za dostavu kojom upravlja Bolt kao informacijsko društvo koja (i) omogućava Partneru stavljanje na tržište svoje Robe uz mogućnost dostave Korisnicima i sklapanje Kupoprodajnih ugovora za prodaju Robe Klijentima, (ii) omogućava Korisnicima Naručivanje robe kod

1. DEFINITIONS

Agency Fee	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.
Agreed Percentage	is the percentage agreed in the Special Terms that serves as the basis for the calculation of the Agency Fee.
Agreement	means the agreement between Bolt and the Partner which consists of the Special Terms and these General Terms.
Bolt	means Bolt Operations OÜ, registry code 14532901, address Vana-Lõuna 15, Tallinn 10134, Estonia.

	Partnera, sklapanje Kupoprodajnih ugovora kao Klijenti i ugovaranje dostave Narudžbe po Dostavljaču te (iii) omogućava Dostavljaču nuđenje usluge dostave Klijentima za dostavu Narudžbi.
Klijent	znači bilo koji Korisnik Bolt Food platforme koji je predao Narudžbu i sklopio Kupoprodajni ugovor s Partnerom i Ugovor o dostavi s Dostavljačem (ako je primjenjivo).
Povjerljivi podaci	znači know-how, poslovne tajne i ostale podatke povjerljive prirode koje jedna strana otkriva drugoj (uključujući, bez ograničenja, sve vlasničke, tehničke, industrijske i komercijalne informacije, podatke i metode kupaca i dobavljača u bilo kojem obliku, kao i bilo koje podatke u odnosu na: (i) poslovanje, i (ii) sadržaj Ugovora.
Dostavljač	znači pružatelj usluge koji je registriran na Bolt Food platformi kao pružatelj usluge dostave u vezi s Robom koja je naručena putem Bolt Food platforme.
Uvjeti poslovanja dostavljača	znači odredbe i uvjete koji se primjenjuju na odnos između Bolta i Dostavljača u vezi s Dostavljačevim korištenjem Bolt Food platforme.
Ugovor o dostavi	znači ugovor između Klijenta i Dostavljača za dostavu Narudžbe,

Bolt Food Platform	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.
Client	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).
Confidential Information	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.
Courier	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.

	sklopljen putem Bolt Food platforme.
Naknada za dostavu	znači naknadu za usluge dostave povezane s narudžbom koju Klijent plaća Partneru u okviru ugovora o dostavi, u slučaju da Partner želi ponuditi vlastite usluge dostave Klijentu.
Opći uvjeti	znači ove opće uvjete primjenjive na Ugovor i općenito na pravni odnos između Bolta i Partnera tijekom korištenja Bolt Food platforme.
Roba	znači sva roba koju Partner prodaje putem Bolt Food platforme.
Cijena robe	znači cijena (uključujući PDV) koju Klijent mora platiti Partneru za naručenu Robu.
Tržnica	znači aranžmane i funkcionalnosti Bolt Food platforme koja omogućava korištenje usluga dostave na zahtjev koju pružaju dostavljači.
Naknade tržnice	znači sve takve naknade i troškove za usluge koje Bolt može uvesti u skladu s Člankom 6.2 za pokrivanje troška Tržnice i dostupnosti Dostavljača.
Minimalna vrijednost narudžbe	znači iznos koji označava minimalnu cijenu robe za koju se narudžba može poslati putem platforme Bolt Food.

Courier Terms	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.
Delivery Agreement	means the agreement between the Client and the Courier for the delivery of the Order, concluded through the Bolt Food Platform.

Delivery Fee	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.
General Terms	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.
Marketplace	means the arrangements and functionalities of the Bolt Food Platform that facilitate the use of on-demand delivery services provided by the Couriers.
Marketplace Fees	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.

Minimum Order Value	means the amount which indicates the minimum Goods Price for which an Order can be placed through the Bolt Food Platform.
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Radno vrijeme	znači cijelo razdoblje dana tijekom kojeg Partner prima Narudžbe i priprema Robu koju će preuzeti Dostavljač ili izravno Klijent (Radno vrijeme navedeno na Bolt Food platformi može biti različito od radnog vremena Partnerove poslovnice).
Narudžba	znači narudžba Robe koju Klijent preda Partneru.
Cijena narudžbe	znači cijena koju Korisnik plaća za kupnju i dostavu (ako je primjenjivo) Narudžbe.
Partner	znači voditelj bilo kojeg restorana ili trgovine s kojim je Bolt sklopio ugovor i, gdje je relevantno, svaka poslovnica putem koje voditelj obavlja poslovanje.
Posebni uvjeti poslovanja Partnera	znači odstupanja od Općih uvjeta i Priloga u vezi s Partnerom, kako je navedeno u Posebnim uvjetima.
Kupoprodajni ugovor	znači ugovor između Klijenta i Partnera za prodaju Robe u skladu s Narudžbom.
Naknade za usluge	znači naknade koje Partner plaća u skladu s Člankom 6.3.
Naknada za malu narudžbu	znači naknade koje Klijent treba platiti Partneru u skladu s člankom 6.5 radi kompenzacije razlike između minimalne vrijednosti narudžbe i cijene robe u određenoj narudžbi.

Goods	means any goods that the Partner sells through the Bolt Food Platform.
Goods Price	means the price (VAT included) that the Client has to pay to the Partner for the ordered Goods.
Opening Hours	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).
Order	means the order of Goods that the Client has placed with the Partner.
Order Price	means the price that the User has to pay for the purchase and delivery (if applicable) of the Order.
Partner	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.
Partner Specific Conditions	means the variations from the General Terms and Schedules regarding the Partner, as set out in the Special Terms.
Sales Agreement	means the agreement between the Client and the Partner for the sale of Goods in accordance with the Order.
Service Fees	means the fees payable by the Partner according to Section 6.3.

Posebni uvjeti	znači posebni uvjeti prema kojima je sklopljen Ugovor.
Korisnik	znači svaka osoba koja je registrirala korisnički račun na Bolt Food platformi i koristi usluge Bolt Food platforme putem korisničkog računa.

Small Order Fee	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.
Special Terms	means the special terms under which the Agreement is concluded.
User	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. PRAVNI OKVIR

- 2.1.** Bolt Food platforma Partneru omogućuje da Klijentima ponudi Narudžbe robe koje će Dostavljači dostaviti Klijentima ili će ih Klijenti izravno preuzeti.
- 2.2.** Za prodaju Robe putem Bolt Food platforme sklapa se Kupoprodajni ugovor izravno između Klijenta i Partnera. Za dostavu Narudžbe putem Bolt Food platforme Klijent sklapa Ugovor o dostavi izravno s Dostavljačem. U slučaju da Klijent želi da Narudžbu dostavi Dostavljač, Kupoprodajni ugovor se smatra sklopljenim od trenutka kada Partner i Dostavljač prihvate Narudžbu i kada je Potvrda narudžbe poslana Klijentu. U slučaju da Klijent samostalno preuzima Narudžbu, Kupoprodajni ugovor smatra se sklopljenim od trenutka kada Partner prihvati Narudžbu i potvrda o Narudžbi bude poslana Klijentu. Partner će biti odgovoran za proizvodnju Robe (i proizvodnju Robe, ako je primjenjivo) u skladu s Kupoprodajnim ugovorom, a Dostavljač će biti odgovoran za dostavu Narudžbe u skladu s Ugovorom o dostavi.
- 2.3.** Upravljanjem Bolt Food platformom Bolt isključivo djeluje kao pružatelj usluge informacijskog društva te nije strana Kupoprodajnog ugovora ni Ugovora o dostavi. Bolt nije proizvođač ni prodavatelj Robe ni pružatelj usluge dostave te ni na koji način nije odgovoran za ispunjavanje

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

Kupoprodajnog ugovora ili Ugovora o dostavi.

- 2.4.** Upravljanjem Bolt Food platformom Bolt djeluje kao posrednik Partnera u vezi s posredovanjem Kupoprodajnih ugovora između Partnera i Klijenata. Bolt također djeluje kao posrednik Dostavljača u vezi s posredovanjem Ugovora o dostavi između Dostavljača i Klijenata. Kao posrednika svaki Partner i svaki Dostavljač ovlastio je Bolt za primanje plaćanja od Klijenata u ime odgovarajućeg principala i raspodjelu primljenih sredstava između Partnera i Dostavljača u skladu s ovim Općim uvjetima i Uvjetima poslovanja Dostavljača.
- 2.5.** U slučaju da Partner želi ponuditi vlastitu uslugu dostave Klijentu za dostavu robe, Klijent stupa u ugovor o dostavi izravno s Partnerom te se uvjeti koji se primjenjuju na Dostavljače u okviru ovih Općih uvjeta primjenjuju na Partnera u pogledu ugovora o dostavi.
- 2.6.** Svi Partneri koji posluju u ime platforme Bolt Food smatraju se trgovcima u smislu Direktive (EU) 2005/29.
- 2.7.** Bolt ima pravo s nadležnim poreznim tijelima podijeliti sve podatke potrebne prema Direktivi Vijeća (EU) 2021/514 od 22. ožujka 2021. o izmjeni Direktive 2011/16/EU o administrativnoj suradnji u području oporezivanja, uključujući, no ne ograničavajući se na bilo kakvu naknadu koja je isplaćena ili uknjižena Partneru u vezi s aktivnostima koje se provode putem platforme Bolt Food. Ako Partner ne pruži podatke koji su potrebni prema gore navedenoj Direktivi, Bolt ima pravo raskinuti Ugovor, (ii) spriječiti Partnera da se ponovno registrira na platformi Bolt Food i (iii) uskratiti plaćanje Partneru prema Odjeljku 6 sve dok Partner ne pruži zatražene podatke.

3. PREDAJA NARUDŽBI

- 3.1** Kada Klijent preda Narudžbu, Partner osigurava da o potvrdi Narudžbe bude odlučeno u razdoblju navedenom u

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 Partners in relation to mediation of Sales Agreements between the Partners 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 Partner 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.

- 2.7** 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 Partner in connection with the activities carried out through the Bolt Food Platform. Where the Partner does not provide the information required under the Directive referred to above, Bolt is entitled to (i) terminate the Agreement, (ii) prevent the Partner from re-registering on Bolt Food Platform and (iii) withhold the payment under Section 6 to the Partner as long as the Partner does not provide the information requested.

3. PLACEMENT OF ORDERS

- 3.1** When the Client has placed an Order, the Partner ensures that the confirmation of the Order will

Prilogu 1 (Kriteriji razine usluge). Kada Klijent primi potvrdu Narudžbe Kupoprodajni ugovor između Partnera i Klijenta stupa na snagu.

- 3.2** U slučaju da Partner ne može pribaviti Robu kako je zatraženo u Narudžbi, Partner neće potvrditi Narudžbu na Bolt Food platformi, osim ako je omogućena funkcija automatskog prihvaćanja, u kojem slučaju će se slijediti kriteriji iz Priloga 1 (Kriteriji razine usluge) ovih Općih uvjeta.
- 3.3** Partner će osigurati da se Narudžbe cijelo vrijeme tijekom Radnog vremena Partnerove poslovnice nadgledaju, u skladu s uvjetima u Prilogu 1.

4. IZVRŠENJE NARUDŽBI

- 4.1** Partner će biti spreman pokrenuti pružanje usluge na Bolt Food platformi od trenutka potpisivanja Ugovora, ako nije drugačije navedeno u Posebnim uvjetima poslovanja partnera. Detaljni uvjeti i upute za postupanje s Narudžbom navedeni su u Prilogu 1 (Kriteriji razine narudžbe) ovih Općih uvjeta.
- 4.2** Partner će uložiti sve napore da osigura dostupnost Robe koja se nalazi na Bolt Food platformi. U slučaju da Partner nije u mogućnosti ili vjerojatno neće moći ispuniti Narudžbe, Partner će prestati prihvaćati daljnje Narudžbe te će na Bolt Food platformi navesti da je offline dok ponovno ne bude mogao ispunjavati narudžbe.
- 4.3** Partner će osigurati da je Roba pripremljena za dostavu Klijentu i/ili Klijentovo preuzimanje u skladu s narudžbom Klijenta. Partner će uložiti sve napore kako bi ispunio posebne upute i zahtjeve Klijenta, ako je to moguće.
- 4.4** Narudžba će biti spremna da je

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

- Dostavljač ili Klijent preuzme tijekom razdoblja navedenog u Prilogu 1 (Kriteriji razine usluge). Partner ima pravo u bilo kojem trenutku pristati ili odustati od funkcije „za van“ (tj. Klijentova samostalnog preuzimanja).
- 4.5** Partner će osigurati da naručena Roba bude primjereno spakirana (uklj. u skladu sa svim zahtjevima o sigurnosti hrane u slučaju da Roba sadrži hranu), uzimajući u obzir da Dostavljač ili Klijent samo treba preuzeti spakiranu Narudžbu. Ako Roba sadrži hranu, Dostavljač će je također morati staviti u termo torbu za dostavu. Pakiranje ne smije sadržavati nikakve logotipe Boltove konkurencije. Pakiranje ne smije sadržavati nikakav promotivni materijal trećih strana (uklj. Boltovu konkurenciju), osim ako je drugačije ugovoreno u Posebnim uvjetima poslovanja Partnera.
- 4.6** Partner će osigurati da Roba pripravljena za dostavu po Dostavljaču i/ili Klijentovo samostalno preuzimanje:
- 4.6.1 odgovara opisu Robe na Bolt Food platformi (uključujući oznake da određena Roba ne sadrži gluten ili orašaste plodove ili da je primjerena za vegetarijance ili vegane, u slučaju da Roba sadrži hranu),
- 4.6.2 nije štetna za zdravlje ili okoliš,
- 4.6.3 je ispravno skuhana ili pripravljena i na druge načine sigurna, visoke kvalitete, spremna za transport i konzumiranje te temperature prikladne za Klijentovu konzumaciju, u slučaju da Roba sadrži hranu,
- 4.6.4 uvijek ispunjava sve primjenjive uvjete za pripremu/proizvodnju i pakiranje (uključujući sve što je potrebno kako bi izdržala postupak dostave),
- 4.6.5 u najvećoj mogućoj mjeri odgovara fotografiji koja se nalazi na Bolt Food platformi.
- 4.7** Bolt će u svakom trenutku imati pravo na kontrolu postupka Partnerovog
- 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 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

pružanja usluge.

- 4.8** Cijene robe navedene na Bolt Food platformi ne smiju biti veće od toga koliko bi ista Roba koštala u Partnerovoj poslovnici, osim (i) u slučajevima akcija koje se primjenjuju samo u Partnerovoj poslovnici; (ii) ako je drukčije ugovoreno u Posebnim uvjetima poslovanja partnera.
- 4.9** Partner Klijentu ne smije naplatiti dodatne naknade za ambalažu Robe, osim ako je drukčije ugovoreno u Posebnim uvjetima poslovanja partnera.
- 4.10** U slučaju da Partner pruža usluge dostave, Partner jamči da će tijekom pružanja dostavne usluge biti u skladu s važećim zakonom i, ako je to relevantno, da će se njegovi zaposlenici i podugovaratelji koji pružaju uslugu dostave u ime Partnera, pridržavati svih važećih zakona i propisa koji se odnose na uslugu dostave Klijentu, kao i svih zahtjeva navedenih u Prilogu 3 (Zahtjevi za pružanje usluge dostave).

5. PARTNEROVO KORIŠTENJE BOLT FOOD PLATFORME

- 5.1** Partner će dobiti pristup Bolt Food platformi putem korisničkog računa. Svaki Partner ima pravo na samo jedan račun za korištenje Bolt Food platforme. Ako Partner posluje putem više poslovnica, svaka poslovnica ima zasebni pod-račun za korištenje Bolt Food platforme. Podaci računa za Partnera (i ako je primjenjivo, poslovnicu) bit će zasebno dostavljeni

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 Goods Prices indicated on the Bolt Food Platform may not be more expensive than the same Goods would cost at the Partner's establishment, except (i) in cases of promotions applicable only at the establishment of the Partner ; (ii) if agreed otherwise in the Partner Specific Conditions.
- 4.9** The Partner may not charge the Client any additional fees for the packaging of the Goods, unless agreed otherwise in the Partner Specific conditions.
- 4.10** 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

Partneru.

- 5.2** Partner će osigurati pridržavanje mjerodavnih zakona prilikom pružanja svojih usluga, uključujući zakone u vezi s uvjetima rada, zaštitom i sigurnošću zaposlenika i drugih članova Partnerovog osoblja.
- 5.3** Sve podatke u vezi s Partnerom, Partnerovim poslovnica i njihovim menijima Bolt će staviti na Bolt food platformu na temelju podataka koje je dao Partner u skladu s člankom 5. stavkom 10. ovih Općih uvjeta, osim ako je drugačije dogovoreno s Boltom. Partner je jedini odgovoran za podatke (uključujući cijenu robe i naznaku o smanjenju cijene) koje je sam Partner prenio na platformu Bolt Food ili, u mogućem slučaju, Bolt. Ako su podaci koji su preneseni na platformu Bolt Food netočni, Partner je odgovoran za izmjenu tih podataka u skladu s člankom 5. stavkom 10. ovih Općih uvjeta ili, ako je to potrebno, obavijestiti platformu Bolt Food o nedosljednostima kako bi Bolt mogao ispraviti netočne podatke. Partner je također obavezan Boltu dostaviti sve obvezne podatke o hrani u skladu s mjesnim zakonima. Svi Partneri Klijentu su poredani u nizu koja se uglavnom bazira na dostupnosti Partnera, naknadi za dostavu Klijentu, procijenjenom vremenu dolaska Narudžbe, udaljenosti od Klijenta, dostupnosti kampanja jelovnika, novom Partneru na platformi Bolt Food i učestalosti korištenja i Klijentovim ocjenama u svrhu pružanja personaliziranog i učinkovitog korisničkog iskustva Klijenta. Svi podaci koje je Partner dostavio, uključujući posebice podatke u vezi s Partnerovom Robom, Cijenama robe i Radnim vremenom bit će točni. Partner će također dostaviti dodatne podatke u vezi s Robom (sastojke i alergene, u slučaju da Roba sadrži hranu itd.) ako Klijent to zatraži kontaktirajući Partnera.
- 5.4** Za primanje i obradu Narudžba putem Bolt Food platforme Partner će ili samostalno nabaviti tablet ili od Bolta kupiti / unajmiti tablet. Partner osigurava da se unajmljeni tableti i povezana oprema održavaju u ispravnom stanju. Kada je potrebno, Bolt i Partner će dogovoriti održavanje

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

ili zamjenu unajmljenih tableta.

- 5.5** Bolt ne odgovara za i ne obvezuje se pružati kontinuiranu tehničku podršku za učinkovit rad Bolt Food platforme na bilo kojem uređaju (uklj. bilo koji operativni sustav). Partneri se obvezuju instalirati i/ili koristiti sva ažuriranja, nadogradnje ili module koje osigurava Bolt. Bolt ne odgovara ni za kakvu štetu ili izmaklu dobit koja proizađe iz propusta izvršenja obveze navedene u ovom Članku 5.5.
- 5.6** Partner će u svakom trenutku koristiti dobre industrijske prakse u industriji informacijskih tehnologija u odnosu na usporedive usluge kako bi spriječio unos virusa u Bolt Food platformu. Ako Partner prekrši navedenu obvezu i bude otkriveno da je virus unesen u Bolt Food platformu kao posljedica kršenja Općih uvjeta od Partnera, tada će Partner (na vlastiti trošak) pružiti razumnu pomoć u umanjenju posljedica virusa i naknaditi Boltu svu štetu koja proizađe iz eradikacije i popravka Bolt Food platforme.
- 5.7** Klijent može ostaviti povratnu informaciju i uložiti prigovor putem Bolt Food platforme. Ako se prigovor odnosi na određenu Robu, Klijent mora takve prigovore podnijeti u roku od 30 dana od dostave Narudžbe. Bolt će obraditi prigovore prema vlastitom nahođenju i odlučiti kako ih riješiti. Bolt, djelujući razumno, može nadoknaditi Cijenu robe (ili njezin dio) Klijentu prema vlastitom nahođenju i tražiti za nju naknadu od Partnera. Ako Partner nastavi primati prigovore od Klijenata, Bolt ima pravo privremeno ili trajno obustaviti Partnera u korištenju Bolt Food platforme. Bolt ima pravo donijeti pravila o prigovorima kupaca i naknadama koja će biti dio Općih uvjeta i koji se Partner obvezan pridržavati.
- 5.8** Partner će u svakom trenutku koristiti fotografije visoke kakvoće i visoke rezolucije kako bi Robu prikazao na Bolt Food platformi. U slučaju da te fotografije ne ispunjavaju gore navedene uvjete, Bolt pridržava pravo odbiti učitavanje dostavljenih fotografija na Bolt Food platformu i zatražiti zamjene ili učitavanje odgovarajućih ili sličnih fotografija

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

prema vlastitom nahođenju.

5.9 Bolt ima pravo izmijeniti, preinačiti ili obustaviti, bilo privremeno ili trajno, pružanje u cijelosti ili djelomično usluge informacijskog društva uvođenjem i/ili obustavom određenih funkcionalnosti Bolt Food platforme, kao i izmjenom na drugi način ili brisanjem Bolt Food platforme u bilo kojem trenutku. Bolt će Partnere na odgovarajući način obavijestiti o svojim odlukama o obustavi funkcionalnosti.

5.10 Kao dio Bolt Food platforme, Bolt po vlastitom nahođenju može odobriti, kao i opozvati Partnerov izravan pristup takozvanom partnerskom portalu, koji Partneru omogućava dodavanje, dopunu i ostale izmjene sadržaja u dijelu Bolt Food platforme koja je namijenjena Partnerima.

5.10.1 Partner ovime potvrđuje da je on isključivo odgovoran za odobrenje, izmjenu, kontrolu i/ili uklanjanje prava svojih predstavnika u odnosu na pristup takozvanom partnerskom portalu u ime Partnera.

5.10.2 Partner ovime potvrđuje da omogućavanjem pristupa svojim predstavnicima partnerskom portalu u ime Partnera svojim predstavnicima daje pravo pristupa u svrhu uređivanja Partnerovih postavki i menija (uklj. Cijene robe), konfiguracije kampanja i posebnih ponuda, pregleda Narudžbi (uklj. povijest Narudžbe), davanja pristupa drugim korisnicima i/ili poduzimanja radnji koje su dostupne na partnerskom portalu.

5.10.3 Partner ovime potvrđuje da je u cijelosti odgovoran za i da ga obvezuju sve izmjene, ažuriranja ili bilo kakve druge izmjene (uključujući cijene) koje njegovi predstavnici kojima je Partner dao pravo pristupa izvrše u sadržaju dijela Bolt Food platforme namijenjenog partnerima.

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. NAKNADE

- 6.1** Kao naknadu za Boltove usluge posrednika za posredovanje Kupoprodajnih ugovora Partner će Boltu platiti Posredničku naknadu za svaku Narudžbu Klijenta putem Bolt Food platforme. Posrednička naknada se obračunava kao Ugovoreni postotak od ukupne bruto Cijene robe koju Partner zaradi od Narudžba koje su predane putem Bolt Food platforme tijekom određenog referentnog razdoblja.
- 6.2** Bolt ima pravo provoditi Naknade tržnice u skladu s načelima dinamičkog određivanja cijene (i) primjenjujući naknade za usluge kako bi pokrio trošak stavljanja na raspolaganje usluga dostave na Tržnici ili (ii) prosljeđivanjem troška stavljanja na raspolaganje usluga dostave na Tržnici uvjetom da zbroj Posredničke naknade i Naknada tržnice ne prelazi Ugovoreni postotak.
- 6.3** Partner će također platiti Naknade za usluge Boltu za korištenje tableta (ako je primjenjivo) i softver, u skladu s Posebnim uvjetima. Osim toga, Bolt može naplatiti naknadu Partneru za prikazivanje marketinške kampanje. O naknadi će se dogovoriti ugovorne strane.
- 6.4** Sve naknade podliježu PDV-u.
- 6.5** U slučaju da Partner pruža usluge dostave, Partner će primiti naknadu za dostavu za svaku dostavu. Ako narudžba podliježe minimalnoj vrijednosti narudžbe, Klijent će partnera oštećiti naknadom za malu narudžbu. Sve naknade zarađene putem dostave od strane zaposlenika Partnera i/ili njegovih podugovaratelja kreditirat će se na bankovni račun Partnera, koji će raspodijeliti naknade prema dogovoru sa zaposlenikom i/ili podugovarateljem.

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 net 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, provided however that the sum of Agency Fee and Marketplace Fees will not exceed the Agreed Percentage.
- 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. ISPOSTAVLJANJE RAČUNA I PLAĆANJE

- 7.1** Partner se obvezuje izdati valjane blagajničke račune za Cijenu robe, a u slučaju da usluge dostave pruža Partner, za naknadu za dostavu i naknadu za malu narudžbu (ako se može primijeniti). Izdani blagajnički računi prevoze se Klijentu zajedno s Robom, a Bolt će u ime Partnera pripremiti i izdati Klijentu informativni račun za Cijenu robe, a u slučaju da usluge dostave pruža Partner, za naknadu za dostavu i naknadu za malu narudžbu (ako se može primijeniti). Bolt će, djelujući kao posrednik Partnera, u ime Partnera primiti Klijentovo plaćanje blagajničkih računa. Obveza plaćanja Klijenta koja proizlazi iz Kupoprodajnog ugovora i Ugovora o dostavi (ako je primjenjivo) smatra se ispunjenom kada plaćanje bude odobreno na bankovnom računu Bolta ili, ovisno o slučaju, kada Klijent Cijenu robe Dostavljaču plati u cijelosti u gotovini nakon dostave Narudžbe ili nakon što Klijent plati Cijenu robe u cijelosti Partneru u slučaju Klijentova samostalnog preuzimanja.
- 7.2** Bolt se obvezuje proslijediti plaćanja Cijene robe (umanjena za Posredničku naknadu), a u slučaju da usluge dostave pruža Partner, naknadu za dostavu i (ako je primjenjivo) naknadu za malu narudžbu, za sve dovršene i isporučene ili preuzete Narudžbe predane putem Bolt Food platforme Partnerima za određeno referentno razdoblje osim Narudžba za koje je Dostavljač ili Klijent izravno platio Cijenu robe Partneru u kojem se slučaju Partner obvezuje proslijediti Posredničku naknadu Boltu za određeno referentno razdoblje. Ako su dospjeli bilo kakvi odbici u vezi s prigovorima u skladu s Člankom 5.7 ovih Općih uvjeta ili drukčije, Bolt će unaprijed uložiti sve napore kako bi pronašao mirno rješenje s Partnerom.
- 7.3** Izdavanje računa i plaćanje u skladu s ovim Ugovorom između Bolta i Partnera bit će izvršeno nakon svakog referentnog razdoblja. Ako u Posebnim uvjetima poslovanja partnera nije dogovoreno drukčije, referentno razdoblje iznosi jedan

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

- kalendarski mjesec. Ako su potrebna bilo kakva usklađenja plaćanja u odnosu na referentno razdoblje nakon toga, ugovorne strane će poslati obavijest o takvoj potrebi te, ako je potrebno, izvršiti odgovarajuće usklađenje plaćanja u vezi s plaćanjima koja se odnose na sljedeće referentno razdoblje.
- 7.4** U roku od tri radna dana od isteka svakog referentnog razdoblja Bolt će izdati račun Partneru za Posredničku naknadu, Naknade za uslugu i bilo koje druge primjenjive naknade za odgovarajuće referentno razdoblje. Ako Bolt mora izvršiti bilo kakva plaćanja Partneru u vezi s referentnim razdobljem, Partner će izdati račun Boltu.
- 7.5** Sva plaćanja između Bolta i Partnera bit će u najvećoj mogućoj mjeri podmirena prijebojem. Sva ostala plaćanja između Bolta i Partnera, koja se ne mogu prebiti, bit će izvršena bankovnim prijenosom. Bankovni podaci Bolta i Partnera navedeni su u Posebnim uvjetima.
- 7.6** Bolt, prema vlastitom nahođenju, može Partneru ograničiti gotovinsko plaćanje Cijene robe po Dostavljaču. Bolt također prema vlastitom nahođenju može tražiti od Dostavljača da Boltu uplati polog kako bi omogućio vršenje gotovinskih plaćanja Partneru po Dostavljaču. Obveza plaćanja između Klijenta i Partnera u slučaju Klijentova samostalnog preuzimanja može se podmiriti izravnim plaćanje u slučaju da je Partner pristao na Klijentovo samostalno preuzimanje u skladu s Člankom 4.4.
- 7.7** Svaki nepodmireni iznos glavnice koji se duguje Boltu Partner treba platiti Boltu najkasnije 7 dana nakon što na Bolt Food platformi postane neaktivan.
- 7.8** U slučaju da Partner ne izvrši plaćanje u skladu s Člankom 7.7 do datuma dospjeća, obvezan je platiti 0,5% kamate dnevno na ukupni dospjeli iznos. Partner je obvezan naknaditi Boltu sve opravdane troškove (uključujući one koje naplaćuje agencija za naplatu dugova) zajedno sa svim upravnim, zakonskim i drugim troškovima koji nastanu pri naplati bilo
- 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

kojeg dospelog plaćanja. Najniža naknada za takve troškove je EUR 10,00.

- 7.9** Bolt ima pravo proslijediti i objaviti osobne podatke Partnera i činjenicu, iznos i druge odgovarajuće podatke o dugovima Partnera na temelju ovog Ugovora agencijama za naplatu dugova i drugim pružateljima usluge upravljanja dugovima, uključujući Creditinfo Eesti (www.creditinfo.ee), u svrhu naplate dugova i/ili objave, obrade i upravljanja podacima u bazi podataka dužnika, kao i u svrhu objave podataka o dugovima u svrhu donošenja odluka o kreditu.

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), 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. TRAJANJE, OTKAZIVANJE I OBUSTAVA KORIŠTENJA

- 8.1** Ugovor se sklapa na neodređeno vremensko razdoblje (bez roka) osim ako je drukčije ugovoreno u Posebnim uvjetima poslovanja partnera.
- 8.2** Ako Partner prekrši bilo koju od svojih obveza navedenih u Ugovoru, bilo koji mjerodavni zakon ili propis, omalovaži Bolt ili naštetiti brendu, ugledu ili poslovanju tvrtke Bolt, kako Bolt odredi prema vlastitom nahođenju, ili Bolt ima razumno utemeljenu sumnju na to da Partner izvršava obmanjujuće radnje pri upotrebi platforme Bolt Food, Bolt ima pravo privremeno isključiti Partnera iz korištenja Bolt Food platforme ili prekinuti ovaj ugovor bez obveze

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

- naknade izmakle dobiti.
- 8.3** Partner ima pravo u bilo kojem trenutku raskinuti Ugovor bez navođenja razloga dostavom obavijesti najmanje 30 dana unaprijed. Bolt ima pravo prekinuti Ugovor s Partnerom bilo kada uz obavijest koja se šalje barem 30 dana unaprijed. Bolt obavještava Partnera o prekidu unaprijed u sljedećim slučajevima:
- 8.3.1. Bolt podliježe pravnoj ili zakonskoj obavezi zbog koje mora prekinuti pružanje svih svojih online posredničkih usluga određenom Partneru na način koji Boltu ne omogućuje da se pridržava razdoblja o slanju obavijesti; ili
- 8.3.2. Bolt izvršava pravo na prekid zbog imperativnog razloga u skladu s nacionalnim zakonom; ili
- 8.3.3. Bolt može dokazati da je Partner opetovano prekršio ove Opće uvjete, što je dovelo do prekida pružanja usluga posredovanja online u cijelosti.
- 8.4** Partner ima pravo izvanredno otkazati Ugovor bez otkaznog roka ako Bolt opetovano propusti ispuniti ili prekrši bilo koju od obveza navedenih u ovim Općim uvjetima.
- 8.5** Raskid Ugovora neće utjecati na:
- 8.5.1 na nijedno stečeno pravo bilo koje ugovorne strane, uključujući pravo na primitak svih plaćanja koja dospiju ali budu neplaćena prije raskida, ili
- 8.5.2 obveze za koje je navedeno da ostaju na snazi nakon raskida.
- 8.6** Nakon raskida Ugovora, svi unajmljeni tableti i svi ostali uređaji i oprema koje je dostavio Bolt za korištenje Bolt Food platforme bit će vraćeni Boltu u ispravnom stanju, uzimajući u obzir uobičajeno habanje ako ugovorne strane nisu drukčije ugovorile.
- 8.7** U slučaju da je nakon izvanrednog otkaza Ugovora u tijeku *offline* marketinška kampanja u kojoj se (između ostalog) pojavljuje Partner ili bilo koja od Partnerovih poslovnica, Bolt ima pravo suzdržati se od vršenja ikakvih izmjena u materijalima
- 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,

kampanje u odnosu na Partnera ili Partnerove poslovнице.

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. LICENCIRANJE, OBRADA PODATAKA I PRAVA INTELKTUALNOG VLASNIŠTVA

9.1 Bolt odobrava Partneru opozivu, neprenosivu licenciju, koja se ne može podlicencirati, za korištenje Bolt Food platforme u svrhu prodaje Robe i u slučaju da Partner pruža usluge dostave, u svrhu pružanja usluga dostave.

9.2 Sklapanjem Ugovora, Partner izdaje licenciju Boltu bez naknada za prikazivanje na Bolt Food platformi, određenoj stranici Partnera i korištenje imena i zaštitnog znaka Partnera i svih marketinških i oglašivačkih materijala (uključujući fotografije Robe) koje Partner pošalje Boltu. Licencija vrijedi za cijelo razdoblje Ugovora. Partner osigurava i jamči da je vlasnik svih prava intelektualnog vlasništva te da njegovo ime i zaštitni znak te sav materijal koji će Bolt učitati na Bolt Food platformu (uključujući, ali ne ograničavajući se na, fotografije Robe) ne krši prava trećih strana, uključujući prava intelektualnog vlasništva. U slučajevima kada se fotografije snime na trošak osobe koju imenuje Bolt, sva prava u vezi s tim (uključujući prava intelektualnog vlasništva i prava korištena) pripadaju Boltu. Ako je Partner odlučio kupiti licenciju za korištenje fotografija Robe, Partner će dobiti pristup i može koristiti takve fotografije Robe u sve svrhe, osim za njihovo prikazivanje na platformama koje su konkurencija Boltu i njihovo korištenje za pružanje istih usluga kao što Partner pruža Boltu.

9.3 Sva prava intelektualnog vlasništva u

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

pogledu softvera, dokumentacije ili informacija koje koristi ili razvije Bolt ili netko u njegovo ime tijekom pružanja usluga u skladu s Općim uvjetima (uključujući Bolt Food platformu, Povjerljive podatke i gdje je primjenjivo fotografije Robe), kao i svi podaci i statistike o prodajama koje su izvršene putem Bolt Food platforme, pripadaju Boltu. Partner neće kopirati, izmijeniti, prilagoditi, podvrgnuti obrnutom inženjeringu, dekompilirati niti na drugi način otkriti izvorni kod Bolt Food platforme ili bilo kojeg drugog softvera koji Bolt koristi. Bolt će podatke i statistike o prodajama za svako referentno razdoblje održavati godinu dana nakon završetka dotičnog referentnog razdoblja.

9.4 Uvjeti i rokovi za obradu osobnih podataka Klijenata i Dostavljača utvrđeni su u Prilogu 2 (Ugovor o dijeljenju podataka).

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 Operator 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. POVJERLJIVOST PODATAKA

10.1 Tijekom trajanja Ugovora, te u razdoblju od pet godina nakon isteka ili raskida Ugovora, Bolt i Partner neće ustupiti i držat će povjerljivima sve Povjerljive podatke druge ugovorne strane.

10.2 Povjerljivi podaci druge ugovorne strane mogu se ustupiti trećima isključivo uz prethodnu pisanu obavijest druge ugovorne strane. Bez obzira na gore navedeno, Povjerljivi podaci mogu se ustupiti odvjetnicima, revizorima, knjigovođama, savjetnicima i podizvršiteljima ugovorne strane pod uvjetom da te

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

osobe obavljaju svoje obveze u vezi s Ugovorom i da podliježu klauzuli o povjerljivosti podataka.

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. PRAVILA O SPRJEČAVANJU PRANJA NOVCA

- 11.1** Partner jamči da se pridržava zahtjeva svih mjerodavnih zakona i propisa o sprečavanju pranja novca koji se odnose na njega. Partner jamči da ni on i ni itko od njegovih povezanih osoba ili krajnjih vlasnika ne podliježe međunarodnim sankcijama, bojkotima, stranim nadzorima trgovine, nadzorima izvoza, zakonima o ograničenju i zabrani terorizma ili sličnim zakonima, uredbama, odredbama, nalogima, zahtjevima, pravilima ili uvjetima.
- 11.2** Bolt ima pravo provjeriti Partnerovo pridržavanje pravila o sprječavanju pranja novca i/ili isključiti Partnera iz korištenja Bolt Food platforme bez prethodne obavijesti, kako bi utvrdio prijevaru ili drugi oblik njihova kršenja.
- 11.3** Partner mora odmah obavijestiti Bolt o svim okolnostima koje se odnose na kršenje ovog Članka 11.

12. ODGOVORNOST I OSIGURANJE

- 12.1** Bolt ne odgovara za ispunjenje Kupoprodajnog ugovora niti za ikakva potraživanja koja se istaknu na temelju Kupoprodajnog ugovora, uključujući, ali ne ograničavajući se na, slučajeve prodaje i/ili predaje alkoholnih pića ili bilo koje druge Robe koja je uređena mjerodavnim mjesnim zakonima, Klijentima koji nisu navršili obveznu najnižu dob i isključivo u vrijeme koje je dopušteno mjerodavnim zakonima.
- 12.2** Bolt ne odgovara ni za kakvu neizravnu štetu ili izmaklu dobit koju Partner može pretrpjeti zbog

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

- eventualnih prekida dostupnosti ili funkcionalnosti Bolt Food platforme na bilo kojem uređaju.
- 12.3** Bolt ne odgovara ni za kakvu neizravnu štetu ili izmaklu dobit osim ako je prouzročena namjerno ili grubim kršenjem.
- 12.4** Partner će obešteti Bolt, obraniti ga i osloboditi od svake odgovornosti za bilo koje potraživanje i sva potraživanja, tužbe, sudske ili upravne postupke, zahtjeve, gubitke, štetu, troškove i izdatke svake vrste, uključujući odvjetničke nagrade i troškove u odnosu na ili koji proizađu iz Partnerova izvršavanja usluga u skladu s Općim uvjetima.
- 12.5** Partner će naknaditi Boltu sve dodatne troškove koje Boltu nastanu zbog Partnerova kršenja obveza iz Ugovora (npr. i ne ograničavajući se na troškove povrata Dostavljača Partneru prije dostave Narudžbe Klijentu, pronaći Robu koju je Partner isprva propustio uključiti u Narudžbu).
- 12.6** Partner odgovara za gubitak, krađu ili bilo kakvu drugu štetu na unajmljenom tabletu koji je osigurao Bolt.
- 12.7** Ako Klijent istakne potraživanje zbog kršenja Kupoprodajnog ugovora, Partner će osloboditi Bolt od svake odgovornosti u pogledu potraživanja. U slučaju da Partner pruža usluge dostave, isto vrijedi za sva potraživanja nastala uslijed kršenja Ugovora o dostavi.
- 12.8** Ako je tako navedeno u Posebnim uvjetima poslovanja partnera, Partner će osigurati da tijekom trajanja Ugovora ima sklopljeno osiguranje od odgovornosti za svaku odgovornost prema svojim kupcima u vezi s Robom.
- 12.9** U slučaju da Partner pruža usluge dostave, Partner je jedini odgovoran za provedbu Ugovora o dostavi, kao i za svako potraživanje nastalo uslijed Ugovora o dostavi. Bolt nije odgovoran za kršenje ili povredu izvršenja Ugovora o dostavi te neće preuzeti odgovornost za prometne prekršaje ili nesreće koje su se dogodile pri izvršenju Ugovora o
- 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

dostavi.

- 12.10** Partner će obešteti i osloboditi Bolt od odgovornosti u pogledu svih potraživanja i obaveza, troškova i rashoda (uključujući razumne naknade za odvjetnike i druge stručnjake) koji su nastali uslijed ili rezultirali zbog (i) upotrebe Partnerovog imena, zaštitnog znaka ili drugih materijala (uključujući fotografije robe) od strane Bolta u skladu s člankom 9.; ili (ii) kršenja od strane Partnera u pogledu predstavljanja, jamstva, sporazuma ili obaveze sadržane u ovom Ugovoru.

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. OSTALO

- 13.1** Dodatni zahtjevi i mjere zaštite propisane Uredom (EU) 2019/1150 (Uredba) primjenjuju se ako raskid Ugovora ili uskrata pristupa Bolt Food platformi utječu na prava Partnera koji koristi Bolt Food platformu za prodaju Robe u državi članici Europske unije ili Europskog gospodarskog prostora (Država članica).
- 13.2** Partner naveden u Članku 13.1 (Poslovni korisnik koji posluje u državi članici) ima pravo osporiti raskid Ugovora, uskratu i druga navodna Boltova nepridržavanja Uredbe u skladu s Pravilima sustava internog rješavanja prigovora za Poslovne korisnike Bolta koja su dostupna na <https://bolt.eu/en/legal/>.
- 13.3** Ako postoji neslaganje između Posebnih uvjeta poslovanja partnera, Posebnih uvjeta, Općih uvjeta, Priloga ili bilo kojeg drugog dokumenta koji je pozivanjem uključen u Ugovor, tada se prednost daje prvo Posebnim uvjetima poslovanja partnera, zatim Posebnim uvjetima, nakon toga Općim uvjetima, pa Prilozima i na kraju svakom drugom dokumentu koji je pozivanjem uključen u Ugovor.

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,

- 13.4** Kada postoje verzije Ugovora na bilo kojem drugom jeziku, prevladava verzija na engleskome jeziku.
- 13.5** Bolt pridržava pravo u bilo kojem trenutku ažurirati Opće uvjete učitavanjem revidirane verzije na svoju internetsku stranicu. Bolt će obavijestiti Partnera o svim izmjenama najmanje 30 dana unaprijed. Ako se Partner ne suglasi s ažuriranim Općim uvjetima, o tome treba obavijestiti Bolt kako bi raskinuo ugovor i prestao koristiti Bolt Food platformu. Ako Partner podnese dodatnu Robu na Bolt Food platformu tijekom prethodno navedenog otkaznog razdoblja, to će se smatrati jasnom afirmativnom radnjom odricanja od otkaznog roka.
- 13.6** Partner ne smije ustupiti nijedno od prava ili obveza iz Ugovora, bilo u cijelosti ili djelomično.
- 13.7** Ugovor i sva prava ili potraživanja koja proizađu iz Kupoprodajnog ugovora ili u vezi s njim podliježu materijalnom pravu Republike Estonije. Ako se spor koji proizlazi iz ovih Općih uvjeta ili Kupoprodajnog ugovora ne može riješiti pregovorima, spor će se konačno riješiti na sudu Harju County u Tallinnu u Estoniji.

14. RANGIRANJE

- 14.1** Glavni parametri rangiranja istaknuti su u članku 5. stavku 3. ovih Općih uvjeta. Glavni parametri primjenjuju se na Bolt Food platformi prema sljedećem rasporedu (parametri su navedeni od najvažnijeg do najmanje važnog):

- 14.1.1 Dostupnost Partnera.** Ako se narudžba ne može poslati, to smanjuje vjerojatnost da će takav Partner biti relevantan za Klijenta. Ako Klijent može poslati samo narudžbu za preuzimanje, Bolt pretpostavlja da postoji manja vjerojatnost da će Partner biti relevantan za Klijenta u odnosu na drugog Partnera čiju narudžbu može dostaviti Dostavljač.

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

- 14.1.2 **Naknada za dostavu za Klijenta.** Što je dostava jeftinija, postoji veća vjerojatnost da će Partner biti relevantan za Klijenta.
- 14.1.3 **Procijenjeno vrijeme narudžbe.** Bolt daje prioritet bržim Partnerima u odnosu na sporije Partnere.
- 14.1.4 **Učestalost upotrebe Partnerovih usluga.** Ako je Klijent ponovio narudžbu kod Klijenta nekoliko puta, postoji veća vjerojatnost da će se rangirati na prvom mjestu kod tog Klijenta.
- 14.1.5 **Ocjene.** Što je veća ocjena, postoji veća vjerojatnost da će se Partner prikazati na prvom mjestu rangiranja.
- 14.1.6 **Novi Partneri.** Novi će Partneri privremeno dobiti višu poziciju na Bolt Food platformi.
- 14.2** Bolt Food platforma, prema vlastitom nahođenju, ima pravo stvoriti privremeno rangiranje koje se temelji na parametrima kao što su udaljenost od Klijenta, ponuda kampanja za jelovnike ili status novog partnera na Bolt Food platformi. Vidljivost Partnera na Bolt Food platformi može se povećati ako Partner pokrije troškove narudžbe ili naknade za dostavu.

15. RAZLIČITO POSTUPANJE

- 15.1** Bolt Food platforma drugačije postupaju prema Bolt Marketu, jednom od Partnera na Bolt Food platformi. Bolt Market je u izravnom ili neizravnom vlasništvu pravnog subjekta koji vodi Bolt Food platformu. Stoga, Bolt Market može imati bolji tretman na Bolt Food platformi. Bolt, među ostalim, može promovirati Bolt Market na Bolt Food platformi, pokrenuti ciljane kampanje za Bolt Market na Bolt Food platformi, ponuditi Bolt Marketu uvid u ponašanje Klijenata i

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

izraditi posebne značajke samo za Bolt Market.

16. PRISTUP PODATCIMA

16.1 Uz osobne podatke koji se navode u Prilogu 2 u ovim Općim uvjetima, Bolt Food platforma ima pristup određenim podacima Klijenata, na primjer:

16.1.1 narudžbama i sadržaju narudžbi Klijenata;

16.1.2 posjetima Klijenata određenim zaslonima na Bolt Food platformi;

16.1.3 tekstnim upitima Klijenata na traci pretraživanja;

16.1.4 ocjenama i komentarima koje Klijenti ostavljaju za Partnere.

16.2 Bolt Food platforma dijeli određene podatke koji su generirani tijekom pružanja usluga Bolt Food platforme ili poslani Bolt Food platformi u svrhu pružanja usluga Partnera. Takvi podatci obuhvaćaju, primjerice, skupne podatke o prodaji u tjednim izvješćima i podatke o ocjenama koje daju Klijenti.

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.

PRILOG 1
KRITERIJI RAZINE USLUGE

Ovi Kriteriji razine usluge sastavni su dio Ugovora i primjenjuju se na Partnerove aktivnosti u pružanju usluge pripreme Narudžbi i, ako je primjenjivo, proizvodnju Robe.

1. Prihvaćanje narudžbi

- 1.1 Kad je Klijent predao Narudžbu, Partner će osigurati da se o potvrdi te Narudžbe odluči u roku od pet minuta od primitka obavijesti o Narudžbi, osim kada je omogućena funkcija automatskog prihvaćanja Narudžbe, u kojem će slučaju Partner sve Narudžbe automatski prihvatiti.
- 1.2 U slučaju da Partner ne može dostaviti Robu kako je zatraženo u Narudžbi, Partner neće potvrditi Narudžbu na Bolt Food platformi. U slučaju da Partner prihvati Narudžbu, o tome će obavijestiti Bolt putem Bolt Food platforme kako bi se Narudžba otkazala.
- 1.3 Ako je Partneru ponestalo određene Robe, Partner će na Bolt Food platformi označiti da je Roba nedostupna čim to bude razumno moguće, ali u svakom slučaju 10 minuta nakon što otkrije nedostatak Robe.

2. Priprema narudžbi

- 2.1 Partner osigurava da je Roba pripremljena, da je s njom rukovano te da je pohranjena u skladu sa svim zahtjevima koji proizlaze iz mjerodavnih zakona cijelo vrijeme sve do i uključujući trenutak dostave naručene Robe Klijentu ili predaje Robe izravno Klijentu u slučaju usluge Klijentova samostalnog preuzimanja. Partnerova obveza pridržavanja svih mjerodavnih zakona uključuje (bez ograničenja) sva pravila i odredbe koje uređuju vrijeme, temperaturu i druge metode potrebne za higijenu i sigurnost hrane u slučaju da Roba sadrži hranu, kao i pridržavati

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

se svih dodatnih pravila koja se odnose na postupanje s kontroliranom Robom i njezinu prodaju u skladu s mjesnim zakonima.

- 2.2 Partner će osigurati da sve Narudžbe budu pripremljene u okviru unaprijed određenog vremenskog okvira koji je naveden za svaku Narudžbu na Bolt Food platformi. Narudžba će biti spremna za preuzimanje od strane Dostavljača ili Klijenta najranije unutar posljednjih 5 minuta vremenskog okvira za pripremu Robe. Ako Partner u roku od 5 minuta nije označio Narudžbu kao „Prihvaćena“, Bolt ima pravo jednostrano otkazati Narudžbu i Klijentu naknaditi Cijenu narudžbe. U slučaju Klijentova samostalnog preuzimanja, Partner Narudžbu treba označiti kao „Preuzeta“ nakon što Narudžba bude preuzeta i nakon što Klijent plati Narudžbu (ako je primjenjivo).

3. Dostava narudžbi

- 3.1 U slučaju da usluge dostave pruža Partner, Partner označava narudžbu kao „preuzetu“ kada Partnerov zaposlenik i/ili podugovaratelj preuzme narudžbu za dostavu.
- 3.2 Nakon što Partnerov zaposlenik ili podugovaratelj predaju narudžbu Klijentu, Partner označava narudžbu kao „isporučenu“ na Bolt Food platformi.
- 3.3 Ako Klijent ne preuzme narudžbu (ne javi se na telefon, ne otvori vrata itd.), Partnerov zaposlenik i/ili podugovaratelj mora nazvati Klijenta na telefonski broj naveden na Bolt Food platformi barem tri puta i s narudžbom ostati na lokaciji preuzimanja 10 minuta. Ako je Klijent i dalje nedostupan i u nemogućnosti preuzeti narudžbu, Partner će nazvati Boltovu korisničku podršku radi davanja ovlaštenja Boltu za otkazivanje narudžbe i potpune naplate dostave od Klijenta, kao i radi primanja daljnjih uputa u vezi s narudžbom.

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.

PRILOG 2
UGOVOR O DIJELJENJU PODATAKA

Ovaj ugovor o dijeljenju podataka sastavni je dio Ugovora i primjenjuje se na sve odnose koji nastaju između Bolta i Partnera tijekom upotrebe Bolt Food platforme, a odnosi se na obradu osobnih podataka.

1. DEFINICIJE

Dogovorena namjena	ima značenje dano u članku 4. ovog ugovora o dijeljenju podataka.
Tijelo nadležno za zaštitu podataka	nacionalno nadzorno tijelo za zaštitu podataka; za Estoniju je to Estonski inspektorat za zaštitu podataka.
Uredbe o zaštiti podataka	Opća uredba o zaštiti podataka ((EU) 2016/679) (GDPR) i svi primjenjivi nacionalni zakoni koji štite osobne podatke.
Osobni podaci	sve informacije koje se odnose na fizičku osobu čiji je identitet utvrđen ili se može utvrditi, izravno ili neizravno, posebno upućivanjem na identifikator kao što je ime, identifikacijski broj, podaci o lokaciji, mrežni identifikator ili na jedan ili više čimbenika specifičnih za fizički, fiziološki, genetski, mentalni, ekonomski, kulturni ili društveni identitet te fizičke osobe.
Dijeljeni osobni podaci	osobni podaci koji se dijele između stranaka prema članku 6. ovog

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

Agreed Purposes	has the meaning given to it in clause 4 of this Data Sharing Agreement.
Data Protection Authority	a national data protection supervisory authority; for Estonia, this is the Estonian Data Protection Inspectorate.
Data Protection Legislation	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

	ugovora o dijeljenju podataka.
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2. NAMJENA

- 2.1.** Ovaj ugovor o dijeljenju podataka namijenjen je dokumentiranju usklađenosti s uredbama o zaštiti podataka. Svaka strana mora u svakom trenutku osigurati poštivanje primjenjivih uredbi o zaštiti podataka.
- 2.2.** Ugovorne strane smatraju se zasebnim voditeljima obrade podataka pri čemu svaka strana može odrediti svrhu i način obrade osobnih podataka koji su pod njezinom kontrolom u skladu sa svojom obavijesti o privatnosti.
- 2.3.** Strane smatraju da je dijeljenje podataka neophodno i da je u njihovu najboljem interesu. Cilj dijeljenja podataka jest provedba Ugovora.
- 2.4.** Strane su suglasne obrađivati dijeljene osobne podatke, kako je opisano u članku 6., samo za sljedeće dogovorene namjene i u skladu s njima:
- 2.4.1. provedba Ugovora;
- 2.4.2. bilo koja druga namjena koja je sporedna ili analogna bilo kojoj od gore navedenih.
- 2.5.** Svaka obavijest ili druga službena komunikacija s ugovornom stranom prema ovom ugovoru o dijeljenju podataka, ili u vezi s njim, bit će u pisanom obliku. Odgovarajuća adresa e-pošte za Bolt je privacy@bolt.eu.

3. DIJELJENI OSOBNI PODACI

- 3.1.** Strane mogu dijeliti sljedeće vrste osobnih podataka:
- 3.1.1. ime i početno slovo prezimena Klijenta;
- 3.1.2. telefonski broj Klijenta;
- 3.1.3. Narudžbu Klijenta i informacije vezane za Narudžbu (posebni zahtjevi u vezi s naručenom Robom itd.);

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.

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

- 3.1.4. ime i početno slovo prezimena Dostavljača;
- 3.1.5. telefonski broj Dostavljača.
- 3.2.** Osobni podaci posebne kategorije mogu se dijeliti između stranaka samo ako je to u skladu s uredbama o zaštiti podataka.
- 3.3.** Obrada dijeljenih osobnih podataka ne smije biti nevažna ili pretjerana u odnosu na dogovorene namjene.
- 3.4.** Strane su suglasne da će, kad god je to moguće, provoditi proporcionalne provjere kako bi osigurale točnost dijeljenih osobnih podataka i njihovo pravilno uključivanje u različite sustave.
- 3.5.** Strane vode računa o tome da su njihove obavijesti o privatnosti u skladu s uredbama o zaštiti podataka i da subjekti obrade podataka budu pravilno obaviješteni o praksama obrade.
- 4. IZRAVNO OGLAŠAVANJE**
- 4.1.** Ako ugovorna strana obrađuje dijeljene osobne podatke u svrhe izravnog oglašavanja, ta će se strana pobrinuti da:
- 4.1.1. uspostavljeni su učinkoviti postupci i komunikacija kako bi se subjektu obrade podataka omogućilo da iskoristi svoje pravo isključivanja iz izravnog oglašavanja i
- 4.1.2. potvrđena je odgovarajuća pravna osnova (i, prema potrebi, dokazana) za upotrebu dijeljenih osobnih podataka u svrhe izravnog oglašavanja.
- 5. POVREDE SIGURNOSTI PODATAKA I POSTUPCI PRIJAVLJIVANJA**
- 5.1.** Strane su suglasne pružiti razumnu pomoć jedna drugoj kako bi olakšale postupanje u slučaju povrede sigurnosti podataka na žuran i usklađen način.
- 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

5.2. Strane bi trebale obavijestiti o svim relevantnim potencijalnim ili stvarnim gubicima dijeljenih osobnih podataka i poduzetim korektivnim koracima što je prije moguće, kako bi se drugoj strani omogućilo da razmotri koje su daljnje radnje potrebne, bilo pojedinačno ili zajednički. Adresa e-pošte za slanje obavijesti o (mogućoj) povredi je privacy@bolt.eu.

6. SIGURNOST I OBUKA

6.1. Svaka će strana pružati i primati dijeljene osobne podatke samo sigurnim metodama, uzimajući u obzir dostupnost zajedničkih ili dijeljenih IT sustava, tehnologiju za olakšavanje prijenosa podataka, rizik od gubitka podataka ili povrede sigurnosti podataka i troškove provedbe takvih mjera.

6.2. Odgovornost je svake strane pobrinuti se za to da su njezini članovi osoblja odgovarajuće obučeni za rukovanje i obradu dijeljenih osobnih podataka u skladu sa svim dogovorenim tehničkim i organizacijskim mjerama kako bi bili sigurni te pridržavati se načela zaštite podataka navedenih u uredbama o zaštiti podataka.

6.3. Strane će otkriti ili prenijeti dijeljene osobne podatke trećoj strani koja se nalazi izvan EGP-a samo u skladu s odredbama primjenjivih uredbi o zaštiti podataka.

6.4. Svaka je strana odgovorna za vlastitu zakonsku usklađenost i unutarnju reviziju. Strana, međutim, razumno može zatražiti da pregleda dogovore druge strane ili strana za obradu dijeljenih osobnih podataka i može zatražiti pregled ugovora o dijeljenju podataka ako smatra da druga strana ne obrađuje dijeljene osobne podatke u skladu s ovim ugovorom o dijeljenju podataka, a

address to send a notification about a (possible) breach to Bolt is 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

stvar očito nije riješena razgovorima između strana.

7. ZADRŽAVANJE I BRISANJE PODATAKA

7.1. Nijedna strana neće zadržati ili obrađivati dijeljene osobne podatke dulje nego što je potrebno za provedbu dogovorene namjene. Strane će, međutim, nastaviti zadržavati dijeljene osobne podatke u skladu sa svim zakonskim razdobljima zadržavanja koji se primjenjuju u njihovim zemljama i/ili državama.

8. ZAVRŠNE ODREDBE

- 8.1. Ugovor o dijeljenju podataka važeći je tijekom trajanja Ugovora.
- 8.2. U slučaju nepodudaranja između glavnog ugovora i ugovora o dijeljenju podataka u vezi s obradom osobnih podataka, prednost ima ugovor o dijeljenju podataka i isti se primjenjuje.
- 8.3. U slučaju spora ili zahtjeva koje podnese subjekt obrade podataka ili tijelo nadležno za zaštitu podataka u vezi s obradom dijeljenih osobnih podataka protiv bilo koje ili svih strana, strane će se po potrebi međusobno obavijestiti o sporu ili zahtjevu te će surađivati kako bi se spor ili zahtjev pravodobno riješili mirnim putem.
- 8.4. Odgovornost strana u vezi s ovim ugovorom o dijeljenju podataka podliježe isključenjima i ograničenjima odgovornosti u Ugovoru.
- 8.5. Ako bilo koju odredbu ovog ugovora o dijeljenju podataka nadležno tijelo ili sud proglašiti nevažećom, nezakonitom ili neprovedivom, tada će na snazi ostati ostatak ovog ugovora o dijeljenju podataka. Ovaj ugovor o dijeljenju podataka bit će uređen zakonom koji uređuje glavni ugovor i tumačit će se u skladu s istim, a sve sporove rješavat će

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.

sudovi dogovoreni za rješavanje
sporova prema Ugovoru.

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.

PRILOG 3
ZAHTJEVI ZA PRUŽANJE USLUGE
DOSTAVE

Ovaj se Prilog primjenjuje samo u slučaju da Partner želi pružiti vlastite dostavljačke usluge Klijentu za dostavu Robe i Klijent stupa u Ugovor o dostavi izravno s Partnerom. Ovaj Prilog čini sastavni dio ugovora i Općih uvjeta koje sadržava. Svi pojmovi napisani velikim slovom imaju isto značenje kao i u Općim uvjetima.

1. Zahtjevi za osobu koja pruža uslugu dostave u ime Partnera

- 1.1. Osoba mora imati najmanje 18 godina.
- 1.2. Osoba neće pružati uslugu dostave ako je boluje od bolesti koja je zarazna i koje je svjesna. Osoba će tijekom cijelog razdoblja pružanja usluge dostave biti u odgovarajućem zdravstvenom stanju koje omogućuje nesmetano upravljanje dostavljačkim sredstvom koje ta osoba odabere. Bolt ima pravo zatražiti dostavu zdravstvene potvrde od osobe i/ili Partnera u bilo kojem trenutku.
- 1.3. Osoba ne smije pružati uslugu dostave dok je pod utjecajem alkohola ili droge.
- 1.4. Partner će osigurati da će svi njegovi zaposlenici i/ili podugovaratelji koji pružaju usluge dostave u ime Partnera sudjelovati u obukama, položiti relevantne ispite i održavate sve licence, dozvole, registracije i odobrenja koja su obavezna za zakonsko pružanje usluga u skladu s Ugovorima za dostavu u okviru mjerodavnog zakona.

2. Zahtjevi za pružanje usluge dostave

- 2.1. Ako se prema mjerodavnom zakonu osoba koja pruža usluge dostave u ime Partnera

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
- treba registrirati kao davatelj usluge, poduzetnik ili sličan subjekt radi oporezivanja ili u druge svrhe, osoba se treba pridržavati relevantnih zahtjeva tijekom cijelog razdoblja pružanja usluge dostave putem Bolt Food platforme.
- 2.2. Osoba koja pruža usluge dostave u ime Partnera neće se upuštati u neoprezno ponašanje tijekom vožnje, uključujući nesigurnu vožnju, upravljanje vozilom koje je nesigurno, dopuštanje trećoj strani da prati osobu u vozilu pri pružanju usluge dostave.
 - 2.3. Termo torbe koje se koriste za dostavu hrane moraju biti čiste i u dobrom stanju. Ako se vozilo koristi za dostavu, vozilo također mora biti čisto i u dobrom stanju.
 - 2.4. Osoba koja pruža uslugu dostave u ime Partnera treba prije svake dostave hrane provjeriti je li termo torba čista te koristi li se na način koji omogućuje sigurnost hrane i zdravlja i sprječava li kontaminaciju hrane. Osoba treba čistiti termo torbu što češće krpom ili štapićem da bi termo torba bila čista pri dostavi narudžbe koja sadrži hranu.
 - 2.5. Osoba koja pruža uslugu dostave u ime Partnera očistit će termo torbu proizvodima i na način koji ne uzrokuje kontaminaciju hrane i koji ne predstavljaju rizik za ljudsko zdravlje. Proizvodi za čišćenje i dezinfekciju koristit će se samo u skladu s uputama koje isporučuje proizvođač takvih proizvoda.
 - 2.6. Osoba koja pruža usluge dostave u ime Partnera treba osigurati da je naručena hrana

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.

zaštićena od kontaminacije, tako da termo torba ostane uredno zatvorena tijekom cijelog postupka dostave. Ako se u istom vozilu dostavlja nešto osim hrane, osoba će osigurati da je hrana na odgovarajući način odvojena u termo torbi radi izbjegavanja kontaminacije.

- 2.7. Osoba koja pruža usluge dostave u ime Partnera osigurat će dostavu narudžbe Klijentu najkasnije jedan sat nakon što je Partner pripremio Robu.
- 2.8. Osoba koja pruža usluge dostave u ime Partnera neće držati termo torbu na izravnoj sunčevoj svjetlosti ili u drugim ekstremnim uvjetima.
- 2.9. U slučaju da je termo torba oštećena ili je unutarnja izolacija pokidana, osoba koja pruža usluge dostave u ime Partnera mora zamijeniti termo torbu.