



## Bolt Business Agreement addendum

Rytų Europos Studijų Centras VŠĮ with the registration number 300590785, registered office at D. Poškos g. 59, LT-08114 Vilnius, Lithuania (hereinafter *Customer*),

and

Bolt Operations OÜ with the registration number 1453290, registered office at Vana-Lõuna 15, Tallinn, 10134, Estonia (hereinafter *Bolt*),

also referred to as *Parties*, and individually *Party*,

whereas Parties intend to conclude an Agreement regarding Customer's use of Bolt Business,

have agreed on the following:

### 1. General

- 1.1. This addendum shall be effective after the Agreement has been concluded, i.e Customer has signed up for Business Account by providing the requested information in Business Portal, and has warranted to accept the Bolt Business Terms & Conditions in the Business Portal.
- 1.2. This addendum shall serve as an inseparable part of the Agreement once concluded.
- 1.3. In case of contradiction with any other parts of the Agreement this addendum shall have priority.

### 2. Service fee

- 2.1. The Service Fee shall be 10% per Fare.

### 3. Payments

- 3.1. Invoiced payments shall be Customer's primary payment option.
- 3.2. Customer is entitled to monthly credit limit in the amount of EUR 300.
- 3.3. Customer shall make the payment according to the account statement within 15 days from the date of the account statement. If the payment has not been received within the referred period all requests for rides of Users shall be rejected.

**Customer**  
Linās Kojala  
Director

**Bolt**  
Lukas Kulertas  
Business Development Manager

20.07.2020, Vilnius

## Terms and Conditions for Bolt Business

These Terms and Conditions apply to the use of Bolt Business.

Effective from 08.06.2020

### 1. Definitions

- 1.1. **Bolt** – Bolt Technology OÜ, a private limited company incorporated and registered under the laws of Estonia with registration code 12417834, registered office Vana-Lõuna tn 15, Tallinn 10134, f Estonia;
- 1.2. **Bolt App** – a smartphone application used to access Bolt services;
- 1.3. **Bolt Business** – Bolt's service for business customers for management of and payment for the rides taken by Passengers authorized by the business customer;
- 1.4. **Business Portal** – gateway to use Bolt Business accessible via Bolt webpage at <http://business.bolt.eu>;
- 1.5. **Business Account** – Customer's account that enables the use of Bolt Business, e.g allows Customer to register Passengers to Business Account and to pay for the usage of Bolt Business;
- 1.6. **Ride Booker** - a special purpose Bolt Business platform which enables Customer to request transportation services for a Ride Booker Passenger;
- 1.7. **Customer** - the person identified as Customer on the sign-up page of the Business Portal and who is using Business Account;
- 1.8. **Passenger** – a person using Bolt App for requesting transportation services;
- 1.9. **Ride Booker Passenger** - a person requesting transportation services without using Bolt App. Any reference in the Agreement to Passenger includes Ride Booker Passenger unless specifically stated otherwise.
- 1.10. **User** – a Passenger who is registered by Customer under Business Account and is thereby authorised to use Bolt Business in the limits set by Customer and approved by Bolt.
- 1.11. **Administrator** – an individual appointed by the Customer to administer the Business Account, i.e register and remove Users, view and edit User information, administer User groups and their rights;
- 1.12. **Driver** – a provider of transportation services whose services can be requested through Bolt App or Ride Booker;
- 1.13. **Agreement** – this Agreement between Customer and Bolt which consists of:
  - 1.13.1. these Terms and Conditions;
  - 1.13.2. special terms displayed in Business Portal and/or Bolt App, e.g regarding price info or payment methods, user manuals, service descriptions; and
  - 1.13.3. other terms referred to in this Agreement, including Bolt Terms and Conditions for Passengers (available at <https://bolt.eu/legal/terms-for-riders/>) as may be amended from time to time, applicable promo code terms and instructions or rules for use of e-scooters or other vehicles;
- 1.14. **Fare** – the fee User is obliged to pay to Driver for the transportation service.
- 1.15. **Service Fee** - the fee for Customer's use of Bolt Business amounting up to 10% per Fare.
- 1.16. **Payment Agent** - Bolt Operations OÜ, agent responsible for the technical support services for the provision of payment services to facilitate payments and/or invoicing on behalf of Bolt Technology OÜ.

### 2. Set-up and administration of Business Account

#### Set-up of Business Account

- 2.1. Prior to using Bolt Business Customer must sign up for Business Account by providing the requested information in Business Portal. Customer warrants that the individual clicking to accept these Terms & Conditions is authorised to bind Customer to this Agreement.
- 2.2. Business Account allows Customer to register Passengers as Users, and thereby authorise Users to make use of Bolt Business in the limits set by Customer and Bolt.
- 2.3. Customer acknowledges and agrees that only Passengers meeting the following criteria are eligible to

use Bolt Business as Users:

- 2.3.1. Passenger has active personal Bolt account (not applicable for a Ride Booker Passenger);
  - 2.3.2. Passenger has confirmed the mobile number provided during the registration process; and
  - 2.3.3. personal Bolt account of the Passenger has not been blocked, suspended or terminated due to violation of Bolt Terms and Conditions for Passengers.
  - 2.4. In order to register a Passenger as User, Customer shall upload the required Passenger information to Business Portal.
  - 2.5. Passengers invited to use Bolt Business shall be linked automatically with Business Account for Customer payments, and be provided the option to settle Fares either through Passenger's personal account or Customer's Business Account on a ride by ride basis.
  - 2.6. Upon successful registration Bolt provides Customer with unique master-username and master-password to access its Business Account via Business Portal.
  - 2.7. Customer shall appoint one or more Administrator(s) who access Business Account and Business Portal with personal administrator-username(s) and administrator-password(s).
- Personal data processing
- 2.8. Bolt and Customer remain separate data controllers regarding any personal data processed under this Agreement. Bolt and Customer shall thereby:
    - 2.8.1. adhere to all the applicable data protection laws, including application of proper technical and organizational data protection measures. Bolt processes personal data as described in Bolt's Privacy Policy for Passengers (accessible at <https://bolt.eu/legal/privacy-for-riders/>) considering the relevant laws of Estonia;
    - 2.8.2. inform each other immediately about any data processing incidents or breaches are relevant in performing this Agreement;
    - 2.8.3. reasonably assist each other in responding to the requests of data subjects and authorized public authorities.
  - 2.9. Customer agrees to have a relevant legal basis to process personal data, and if so required by the applicable data protection laws, acquire consent from each Passenger to:
    - 2.9.1. inform each respective Passenger that it has requested Bolt to contact such Passenger in connection with registration of the Passenger as a User, and that such registration may be followed by direct electronic marketing messages associated with the Business Account, including promo codes and bonuses (direct marketing not applicable for Ride Booker Passengers);
    - 2.9.2. notify each respective Passenger that linking of Passenger's personal Bolt account with Business Account shall provide Customer with the access to detailed trip information about the rides charged to Business Account;
    - 2.9.3. receive messages and other communication from Bolt in order to provide Bolt Business.

### **3. Rules of use of Bolt Business**

- 3.1. Customer is responsible for providing Bolt only with accurate and complete information, and for keeping such information updated at all times.
- 3.2. Customer agrees to inform Bolt immediately of any changes relating to Customer's elected payment method linked to Business Account that may impair Bolt's ability to charge Customer pursuant to this Agreement.
- 3.3. Customer shall limit access to Business Portal only to authorised Administrators who may not share or transfer their access privileges to any third person. Customer shall be responsible for all activity that occurs under its credentials.
- 3.4. Subject to Customer's compliance with this Agreement, Bolt grants Customer a royalty free, revocable, non-exclusive, non-transferable, non-assignable license, without right to sublicense, to access and use Business Portal in accordance with and throughout the term of this Agreement.
- 3.5. Upon becoming aware of the loss or theft of the mobile device of the User, Customer shall immediately close the phone number of such device in Business Portal.
- 3.6. Customer uses Bolt Business solely for legitimate business purposes in accordance with this Agreement and shall not use Bolt Business for unauthorized or unlawful purposes nor impair the proper operation of Bolt Business.
- 3.7. In the event that a User's personal account is suspended or terminated, such User's access to Business Account shall also be suspended.
- 3.8. Bolt reserves the right to add, remove and update features and functionality of Bolt Business at any time, including to offer discounts to Passengers based on their rides made
- 3.9. Customer shall not itself, and shall not authorise third persons to:
  - 3.9.1. decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or

underlying technology, methodologies or algorithms related to Bolt Business;

3.9.2. misuse Business Portal by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the use of Bolt Business in any way;

3.9.3. circumvent, disable or otherwise interfere with any security related features of Business Portal;

3.9.4. advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;

3.9.5. collect any data from Business Portal other than in accordance with Agreement;

3.9.6. submit or contribute any content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;

3.9.7. submit or contribute any content that Customer/User does not own or has no right to use or otherwise infringe the copyright, trademark or other rights of third parties;

3.9.8. use content in violation of any licensing terms specified by the owner;

3.9.9. submit or contribute any information or commentary about another person to Business Portal without that person's permission;

3.9.10. threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety, or harass, upset, embarrass, alarm or annoy any other person; or

3.9.11. use any automated system, including without limitation 'robots', 'bots', 'spiders' or 'offline readers' to access Business Portal in a manner that send more request messages to Business Portal than a human can reasonably produce in the same period of time;

3.9.12. upcharge, increase or otherwise modify or manipulate Fares as calculated through Bolt App;

3.9.13. impose any additional fees or charges on User, except for Ride Booker Passenger, related to the use of Bolt Business.

3.10. Parties keep confidential any business, technical or financial information, including the terms and conditions of this Agreement, received from the other party in connection with this Agreement, unless:

3.10.1. the disclosing party permits in writing the requested disclosure of particular information;

3.10.2. such information is already public;

3.10.3. receiving party shall use confidential information solely for the purposes permitted under Agreement;

3.10.4. the receiving party receives an administrative or judicial order, or any other request for disclosure of any confidential information, if the receiving party provided disclosing party written notice of such request allowing the disclosing party to assert any available defences to disclosure.

3.11. Receiving party shall protect the disclosing party's confidential information in the same manner as it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

#### **4. Payments & refunds General**

4.1. Customer shall select a method of payment for its Business Account from the list of available payment methods provided in the Business Portal, which may include e.g direct, prepaid and postpaid payments.

4.2. Bolt reserves the right to remove or amend the available payment methods at its sole discretion.

4.3. Customer shall be liable to Bolt for the payment of all Fares, along with Service Fee, incurred by Users under Business Account option, regardless of whether the User had the authorisation of the Customer to incur such cost.

4.4. Customer agrees to pay any fines, fees, penalties, and any other charges and costs incurred by Bolt, that result from User cancelling a ride, User's use of any vehicle, User's parking any vehicle improperly, or as a result of User violating any other law, rule, regulation, or ordinance while using Bolt Business. Customer authorises Bolt to deduct such amounts from Customer's credit card automatically (if providing credit card is required for the respective payment method).

4.5. If Customer disputes any transactions charged to Customer's elected payment method, Customer must contact Bolt within 10 business days from the date of said transaction.

4.6. When making payments, the recipient of the payment is Bolt Technology OÜ. Customer agrees that payments to Bolt Technology OÜ may be facilitated by Payment Agent. Bolt Technology OÜ has appointed Payment Agent to respond to any complaints and settle any disputes in relation to payments made to Bolt Technology OÜ. Customer agrees to discuss any complaints with the Payment Agent directly.

4.7. All payments are non-refundable except as may be expressly provided otherwise herein or in applicable law. Refunds shall be made to Business Account as credit which can be used for payment for future rides.

4.8. An account statement showing rides per country shall be made available to the Customer. Invoices are available for Customer to view and download in Business Portal.

#### Direct payments

4.9. During the term of this Agreement Customer shall provide and maintain one or more valid credit card(s) linked with Business Account to allow Bolt to charge any payments associated with the use of Bolt Business as set forth in this Agreement.

4.10. After User has requested a ride, Bolt automatically charges from Customer's credit card an amount which equals to the Fare due for the User's respective ride along with Service Fee which is charged monthly.

4.11. If automatic charge from the credit card fails, the request for the ride shall be rejected and User will be required to choose an alternative payment method available in Bolt App. Customer remains liable for the payment obligation also in the event where rejection of the ride failed regardless of the circumstances that normally trigger such rejection.

4.12. All payments, including Service Fee, shall be processed in the local currency applicable in the country of the User's given ride.

4.13. Customer's bank may impose additional charges for Customer's use of the credit card which is neither included in Fare or in Service Fee.

#### Prepayments

4.14. After User has requested a ride, Bolt automatically charges from Customer's balance an amount which equals to the Fare due for the User's respective ride along with Service Fee.

4.15. If Customer has spent the prepaid balance, the request for the ride (as well as all future rides) shall be rejected and User is required to choose an alternative payment method available in Bolt App. Customer remains liable for the payment obligation also in the event where rejection of the ride failed regardless of the circumstances that normally trigger such rejection.

4.16. All payments, including Service Fee, shall be processed in the local currency applicable in the country of the User's given ride.

#### Postpayments

4.17. Bolt may, in its sole discretion, offer a credit limit, inclusive of Service Fee, to Customer.

4.18. If Customer has spent the credit limit, the request for the ride (as well as all future rides) shall be rejected and User is required to choose an alternative payment method available in Bolt App. Customer remains liable for the payment obligation also in the event where rejection of the ride failed regardless of the circumstances that normally trigger such rejection.

4.19. Bolt submits a monthly account statement to Customer for Service Fee and for the rides made by Users under Business Account during the previous calendar month. Bolt shall make the account statement available to Customer by the 14th day of the following calendar month in Business Portal.

4.20. Customer shall make the payment according to the account statement within 15 days from the date of the account statement. If the payment has not been received by the due date all requests for rides of Users shall be rejected.

4.21. In case Customer fails to make payment by due date according to the account statement, it shall be liable to pay 0,5% interest per day from the total amount that is overdue. Customer is liable to compensate to 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.

4.22. The account statement shall be provided in the currency applicable to Customer's primary address.. Bolt shall determine the applicable exchange rate for converting Fares along with Service Fee for rides taken in geographies with other currencies at its reasonable discretion.

## 5. Liability

5.1. Bolt does not offer transport services. It is also not a provider of transport agency service for finding Passengers for Drivers. Bolt shall not take any responsibility for the quality or the absence of defects in the provision of transport services by the Drivers. As the provision and availability of transport services depends on Drivers, Bolt cannot and does not guarantee that the availability of Drivers meets the needs of the Users.

5.2. Bolt Business is provided on an "as is" and "as available" basis. Bolt does not guarantee that access to Bolt Business shall be uninterrupted or error free. In case of any faults in the software, Bolt shall endeavour to correct them as soon as possible.

5.3. Bolt is not liable for any loss or damage that Customer or User may incur as a result of using Bolt Business, unless provided otherwise by law. The financial liability of Bolt in connection with the latter shall be limited to 500 euros. Bolt shall not be liable for the actions, errors or omissions of Driver.

5.4. Bolt shall not be liable to Customer or User or any other party for any costs, losses or damages caused due to inaccurate or incomplete data provided by Customer.

5.5. Failure to comply with the rules stipulated in this Agreement constitutes a serious breach, and provides Bolt with the right (with or without notice):

5.5.1. to immediately, temporarily, or permanently terminate Customer's or its User's right to use Business Account and, where relevant, Bolt App, and

5.5.2. to apply and seek any other remedies available pursuant to this Agreement and applicable law.

5.6. Customer is liable for all the activities of Administrators and Users. Customer shall be responsible also for Fares incurred in the course of unauthorised, fraudulent or other unlawful activity connected to the User's use of Bolt Business. Customer shall notify Bolt promptly upon discovery of any such unauthorised, fraudulent or unpermitted activity.

5.7. If a User no longer qualifies for the use of Bolt Business, it is the sole responsibility of the Customer to remove that individual from the list of Users under its Business Account. Customer remains liable for any fees incurred by the Passenger under Business Account before the moment of removal of such Passenger from the list of Users.

5.8. Neither party may use or reference the other party's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other party in each instance.

5.9. Non-performance of either party under Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

## **6. Term and termination**

6.1. The Agreement becomes effective from the moment of successful processing of Customer's signup application and remains in effect until terminated in accordance with the provisions of the Agreement.

6.2. Customer may terminate Agreement at any time and for any reason by notifying Bolt at least 7 days in advance.

6.3. Bolt may terminate Agreement at any time and for any reason by notifying Customer at least 3 days in advance.

6.4. All outstanding payment obligations, as well as obligations arising out of liability and confidentiality provisions of this Agreement shall survive the termination of this Agreement.

6.5. Bolt is entitled to terminate Agreement and block Customer's access to Business Portal without prior notice in cases where Customer breaches this Agreement, any applicable laws or regulations, or harms Bolt's brand, reputation or business.

6.6. Bolt may also immediately block Customer's access to Business Portal for a period of investigation, if Bolt suspects an infringement of Agreement or fraudulent activity associated with Customer's Business Account.

## **7. Final provisions**

7.1. Any notice under Agreement shall be sufficiently given if delivered and deemed to have been received:

7.1.1. if delivered personally, at the time of delivery to the party;

7.1.2. if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party;

7.1.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party;

7.1.4. if made available via Business Portal, or if sent by email, on the day the party receiving the email confirms receiving the respective e-mail or on the 2nd day following the dispatch of the email provided that the sender has not received an error notice (notifying that the email was not delivered to the party).

7.2. Any changes to Agreement shall enter into force after they have been made available to Customer via Business Portal or notified to contact details recorded under its Business Account. Continued use of Bolt Business after changes so notified shall constitute Customer's consent to such changes.

7.3. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of Bolt. Customer may assign Agreement without such consent, but with notice to Bolt, in connection with a merger or a sale of all of the equity or assets of Customer. Agreement may be assigned by Bolt in Bolt's sole discretion.

7.4. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations and undertakings of whatsoever nature, whether oral or written between the parties.

7.5. Agreement shall be governed by and construed and enforced in accordance with the laws of Estonia. If a dispute resulting from Agreement could not be settled by the negotiations, then the dispute shall be finally settled in Harju County Court.



	Basic	Bolt	Protect*	Comfort	XL	Salygos
Įsėdimo mokeslis	0,69€	0,80€	0,80€	1€	1€	
Kilometro kaina	0,30€	0,33€	0,33€	0,43€	0,43€	
Minutės kaina	0,11€	0,12€	0,12€	0,16€	0,16€	Visos kelionės metu
Laukimo mokeslis	0,11€	0,12€	0,12€	0,16€	0,16€	Po 3min nuo atvykimo
Aišaukimo mokeslis	1,5€	2€	2€	3€	3€	Po 3min nuo iškvietimo
Minimali kelionės kaina	1,5€	2€	2€	3€	3€	
Ilgų kelionių tarifas	0,15€	0,15€	0,15€	0,15€	0,15€	Virš 12km, už kilometrą (Basic virš 10km)

Dinaminė kainodara taikoma atsižvelgiant į pasitulos ir paklausos situaciją realiuoju laiku. Gali kisti nuo 1.1x iki 2.5x. Tai padeda sumažinti, laukimo laiką ypač ypatingai aktyviose vietose.

Vidutinė kaina Vilniuje 4.5Eur.

Protect kategorija Covid prevencijai (pertvara tarp vairuotojo ir keleivio)