

## **General Terms to Bolt Food service with the Partner**

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

### **1. DEFINITIONS**

<b>Agency Fee</b>	means the fee payable by the Partner to Bolt per every event of sale of the Partner's Goods through the Bolt Food Platform for the provision of agency services to the Partner.
<b>Agreed Percentage</b>	is the percentage agreed in the Special Terms that serves as the basis for the calculation of the Agency Fee.
<b>Agreement</b>	means the agreement between Bolt and the Partner which consists of the Special Terms (separately signed between Bolt and the Partner) and these General Terms.
<b>Bolt</b>	means Bolt Operations OÜ, registry code 14532901, address Vana-Lõuna 15, Tallinn 10134, Estonia.
<b>Bolt Food Platform</b>	means the delivery platform operated by Bolt as the information society service that (i) enables the Partner to market its Goods with delivery option to Users and enter into Sales Agreements for the sale of Goods to Clients, (ii) enables the Users to place Orders of Goods with the Partner, enter into the Sales Agreements as Clients and arrange the delivery of the Order from a Courier and (iii) enables the Courier to offer delivery services to the Clients for the delivery of the Orders.
<b>Client</b>	means any User of the Bolt Food Platform that has placed an Order and enters into a Sales Agreement with the Partner and a Delivery Agreement with the Courier (if applicable).
<b>Confidential Information</b>	means know-how, trade secrets and other information of a confidential nature disclosed by one party to the other party (including, without limitation, all proprietary technical, industrial and commercial information, customers' and suppliers' data and techniques in whatever form held) as well as any information regarding: (i) the

business; and (ii) the contents of the Agreement.

**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.

**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.

**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.

**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.

**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.

**Opening Hours**

means the whole time period of a day during which the Partner accepts Orders and prepares Goods for pickup 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.

<b>Partner</b>	means the operator of any restaurant or store that Bolt has concluded the Agreement with and where relevant, each and every establishment listed in Section (II) of the Special Terms, through which the operator conducts its business.
<b>Partner Specific Conditions</b>	means the variations from the General Terms and Schedules regarding the Partner, as set out in Section 5 of the Special Terms.
<b>Sales Agreement</b>	means the agreement between the Client and the Partner for the sale of Goods in accordance with the Order.
<b>Service Fees</b>	means the fees payable by the Partner according to Section 6.3.
<b>Special Terms</b>	means the special terms under which the Agreement is concluded.
<b>User</b>	means any person that has registered a user account on the Bolt Food Platform and uses the services of the Bolt Food Platform through that user account.

## **2. LEGAL FRAMEWORK**

- 2.1** Bolt Food Platform enables the Partner to solicit Orders of Goods from the Clients, which will be delivered to the Clients by the Couriers or picked-up directly by the Clients.
- 2.2** For the sale of Goods through the Bolt Food Platform, a Sales Agreement is concluded directly between the Client and the Partner. For the delivery of the Order, the Client enters into a Delivery Agreement directly with the Courier. In case the Client wishes the Order to be delivered by the Courier, the Sales Agreement is deemed to be concluded from the moment that the Order is accepted by the Partner and the Courier and an Order confirmation is sent to the Client. In case of self pick-up by the Client, the Sales Agreement is deemed to be concluded from the moment that the Order is accepted by the Partner and an Order confirmation is sent to the Client. The Partner will be liable for the Goods (and production of Goods, if applicable) according to the Sales Agreement and the Courier will be liable for the delivery of the Order according to the Delivery Agreement.
- 2.3** By operating the Bolt Food Platform, Bolt acts only as a provider of the information society service and is neither a party to the Sales Agreement or the Delivery Agreement. Bolt is not the provider of the Goods or delivery services and is not liable in any way for the performance of the Sales Agreement or the Delivery Agreement.
- 2.4** By operating the Bolt Food Platform, Bolt acts as the agent for the Partner in relation to mediation of Sales Agreements between the Partner and the Clients. Bolt also acts as the agent for the

Couriers in relation to mediation of Courier Agreements between the Couriers and the Clients. As the agent Bolt has been authorized by each Partner and each Courier to receive payments from the Clients on behalf of the respective principal and allocate the received funds between the Partners and the Couriers in accordance with these General Terms and Courier Terms.

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

- 3.1** When the Client has placed an Order, the Partner ensures that the confirmation of the Order will be decided within the time period provided in Schedule 1 (Service Level Requirements). Upon the Client receiving the confirmation of the Order the Sales Agreement enters into force between the Partner and the Client.
- 3.2** In the event that the Partner cannot provide the Goods as requested in the Order, the Partner shall not confirm the Order in the Bolt Food Platform, unless an auto-acceptance function is enabled, in which case requirements in Schedule 1 (Service Level Requirements) of these General Terms shall be followed.
- 3.3** The Partner shall procure that the Orders are monitored in a constant manner during the Opening Hours of the Partner's establishment, in accordance with the requirements in Schedule 1.

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

- 4.1** The Partner will be ready to launch the provision of services under the Bolt Food Platform from the moment of signing the Agreement, unless otherwise agreed in the Partner Specific Conditions. The detailed requirements and instructions for the handling of Orders are provided in Schedule 1 (Service Level Requirements) to these General Terms.
- 4.2** The Partner shall use its best endeavors to ensure the availability of all Goods that are displayed in the Bolt Food Platform. In the event that the Partner is or is likely to become unable to fulfil the Orders, the Partner will cease to accept any further Orders and mark itself as offline on the Bolt Food Platform until readiness to fulfil the Orders is restored.
- 4.3** The Partner shall ensure that the Goods prepared for delivery to the Client and/or pick-up by the Client comply with the Order of the Client. The Partner shall use its best endeavors to comply with specific instructions and requests of the Client, if applicable.
- 4.4** The Order shall be ready for pickup by the Courier or by the Client within the timeframe specified in Schedule 1 (Service Level Requirements). The Partner has a right to opt-in and opt-out from the take-away function (i.e. self pick-up by the Client) at any time.
- 4.5** The Partner shall ensure that the ordered Goods are properly packaged (incl. in accordance with all food safety requirements in case the Goods contain food), taking into account that the Courier or the Client will only be required to pick-up a packaged Order. In case the Goods contain food, the Courier will also be required to place it into the thermo-bag for delivery. The packaging may not include any logos of the competitors of Bolt. The packaging may not include any advertising material of third parties (incl. the competitors of Bolt), unless agreed otherwise in the Partner Specific Conditions.
- 4.6** The Partner ensures that the Goods prepared for delivery by the Courier and/or self pick-up by the Client:

- 4.6.1 correspond to the description of the Goods on the Bolt Food Platform (including indications that particular Goods are gluten or nut free or suitable for vegetarians or vegans in case the Goods contain food);
  - 4.6.2 are not harmful to health or the environment;
  - 4.6.3 have been properly cooked or prepared and are otherwise safe, of high quality, fit for transportation and consumption and at an appropriate temperature for consumption by the Client in case the Goods contain food;
  - 4.6.4 comply with all applicable requirements for the preparation/production and packaging at all times (including as reasonably required to withstand the delivery process);
  - 4.6.5 correspond to the greatest extent possible to the photography uploaded in the Bolt Food Platform.
- 4.7** Bolt shall have the right to inspect the process of the provision of services by the Partner at any time.
- 4.8** The 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, in which case the Goods Prices may not be more expensive than the same Goods would cost on Bolt's competitors' platforms; (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.

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

- 5.1** The Partner will gain access to the Bolt Food Platform through the user account. Each Partner is entitled to have only one account to use the Bolt Food Platform. If the Partner operates its business through several establishments, each establishment is provided a separate sub-account to use the Bolt Food Platform. The account details for the Partner (and if applicable, the establishments) will be communicated to the Partner separately.
- 5.2** The Partner shall ensure compliance with applicable laws upon performance of its services, including laws regarding the working conditions, protection and safety of employees and other members of the Partner's personnel.
- 5.3** All information regarding the Partner, the Partner's establishments and their menus is uploaded to the Bolt Food Platform by Bolt on the basis of the information provided by the Partner. 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 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. Bolt will not change any information provided by the Partner regarding the Goods and Goods Prices unless the Partner so instructs. The Partner shall also provide

additional information regarding the Goods (ingredients and allergens in case the Goods contain food, etc), if the Client so requests by contacting the Partner.

- 5.4** For accepting and processing Orders through the Bolt Food Platform, the Partner shall either acquire a tablet on its own or buy / rent a tablet from Bolt. The Partner procures that all rented tablets and related equipment will be maintained in good order. When necessary, Bolt and the Partner shall agree on the maintenance or the replacement of the rented tablets.
- 5.5** Bolt is not liable for and does not commit to provide continuous tech-support for the effective functioning of the Bolt Food Platform on any device (incl. any operating system). The Partner undertakes to install and/or use all updates, upgrades or modules provided by Bolt. Bolt is not liable for any damages or loss of profit resulting from the failure to perform the obligation set out in this Section 5.5.
- 5.6** The Partner shall at all times utilize good industry practices in the information technology industry with respect to comparable services to prevent the introduction of viruses into the Bolt Food Platform. If the Partner breaches the said obligation and a virus is found to have been introduced to the Bolt Food Platform as a result of a breach of the General Terms by the Partner, then the Partner shall (at its own cost) provide reasonable assistance to mitigate the effects of the virus and reimburse to Bolt all damages arising from the eradication and remedying of the Bolt Food Platform.
- 5.7** The Client may leave feedback and make complaints through the Bolt Food Platform. If the complaint relates to particular Goods the Client will be required to make such complaints within 30 days from the delivery of the Order. Bolt shall tend to the complaints at its own discretion and decide how to resolve them. Bolt, acting reasonably, may refund the Goods Price (or a part of it) to the Client at its own discretion and claim compensation for it from the Partner. If the Partner continues to receive complaints from the Clients, Bolt has the right to temporarily or permanently suspend the Partner from using the Bolt Food Platform. Bolt has the right to establish a customer complaints and refund policy, that shall be a part of the General Terms and mandatory for compliance for the Partner.
- 5.8** The Partner shall at all times utilize high quality and high resolution photos for the displaying of Goods on the Bolt Food Platform. In case such photos do not fulfil the above mentioned requirements, Bolt reserves the right to refuse the uploading of the provided photos in 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 it's representatives to access the so-called partners' portal on behalf of the Partner.

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

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

## **6. FEES**

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

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

**6.3** The Partner shall also pay Service Fees to Bolt for the use of the tablet (if applicable) and software, in accordance with the Special Terms.

**6.4** All fees are subject to VAT.

## **7. INVOICING AND PAYMENTS**

**7.1** The Partner undertakes to issue valid cash register's receipts for the Goods Price. 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 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 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) for all completed and delivered or picked-up Orders made through the Bolt Food Platform to the Partner for a given reference period, except for Orders for which the Courier or the Client paid the Goods Price to the Partner directly, in which case the Partner undertakes to forward the Agency Fee to Bolt for a given reference period. If any deductions are due in relation to complaints in accordance with Section 5.7 of these General Terms or otherwise, Bolt will render efforts to find the amicable solution with the Partner beforehand.

**7.3** Invoicing and payments under this Agreement between Bolt and the Partner will be made after each reference period. Unless agreed otherwise in the Partner Specific Conditions, the reference

period shall be one calendar week. If any reconciliation payments are required with respect to the reference period thereafter, the parties will communicate such need and, if necessary, make the relevant reconciliation payments in connection with the payments related to the next reference period.

- 7.4** Within three business days from the expiry of each reference period Bolt will issue an invoice to the Partner for the Agency Fee, Service Fees and any other applicable fees for a given reference period. If any payments are to be made by Bolt to the Partner in relation to the reference period, the Partner will issue an invoice to Bolt.
- 7.5** All payments between Bolt and the Partner will be settled by way of set-off to the maximum extent possible. All other payments between Bolt and the Partner that cannot be set off will be made by way of bank transfers. The bank details of Bolt and the Partner are set out in the Special Terms.
- 7.6** Bolt may, at its own discretion, limit the payment of Goods Price to the Partner in cash by the Courier. Bolt may also, at its own discretion, require the Partner to make a deposit to Bolt to enable cash payments to be made to the Partner by the Courier. The payment obligation between the Client and the Partner in case of self pick-up by the Client may be settled by direct payment in case the Partner has self pick-up by the Client opted-in in accordance with Section 4.4.
- 7.7** Any outstanding principal amount due to Bolt should be paid by the Partner to Bolt at the latest 7 days after becoming inactive on the Bolt Food Platform
- 7.8** In case the Partner fails to make the payment under Section 7.7 by due date, it shall be liable to pay 0,5% interest per day from the total amount that is overdue. The Partner is liable to compensate Bolt all reasonable expenses (including those charged by any debt collection agency) together with all administrative, legal and other costs incurred in the collection of any overdue payment. The minimum compensation charge for such costs is EUR 10.
- 7.9** Bolt has the right to forward and publish the data of the Partner and the fact, sum and other relevant information of debts of the Partner under this Agreement to debt collection agencies and other debt management service providers, incl. to Creditinfo Eesti ([www.creditinfo.ee](http://www.creditinfo.ee)), for the recovery of debts and/or for the publication, processing and management of data in the debtors' database, as well as for the publication of debt data for the purposes of making credit decisions.

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

- 8.1** The Agreement is entered into for an unspecified period of time (without term), unless agreed otherwise in the Partner Specific Conditions.
- 8.2** If the Partner breaches any of its obligations under the Agreement, Bolt has the right to suspend the Partner from using the Bolt Food Platform without any obligation to compensate for the loss of profit.
- 8.3** Both Bolt and the Partner have the right to terminate the Agreement without cause at any time by giving notice at least 30 days in advance.
- 8.4** Both Bolt and the Partner have the right to extraordinarily terminate the Agreement without a notice period, if either party repeatedly fails to comply with or breaches any of the obligations set forth in the Agreement. In addition, Bolt has the right to terminate the Agreement, if the provision



of the information society service under this Agreement is prohibited under applicable law or if an imperative reason arises from applicable law to terminate the Agreement.

**8.5** The termination of the Agreement will not affect:

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

8.5.2 obligations, which are expressed to survive the termination.

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

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

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

**9.1** Bolt grants a revocable, non-exclusive, non-transferable, non-sublicensable license to the Partner for using the Bolt Food Platform for the purpose of selling Goods.

**9.2** By concluding the Agreement, the Partner grants a license to Bolt for displaying on the Bolt Food Platform and using in its marketing 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 procures that all material to be uploaded in the Bolt Food Platform by Bolt (including, but not limited to photos of the Goods) is free from third party rights. In cases where the photos of the Goods are taken on the expense of or by a person appointed by Bolt, all rights related thereto (including intellectual property rights and the right of use) shall belong to Bolt. If the Partner has opted to buy the licence for the use of the photos of Goods, the Partner will be granted access to and it may use such photos of Goods for any purposes, except for displaying them on platforms that are competing with Bolt and using them for the provision of the same services as the Partner provides to Bolt.

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

**9.4** The Partner agrees that Bolt may use the name, logo or photos of the Partner in Bolt's advertising materials during the entire period of the Agreement.

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

## **10. CONFIDENTIALITY**

- 10.1** During the term of the Agreement and for a period of five years following the expiry or termination of the Agreement, Bolt and the Partner shall not disclose and shall maintain the confidentiality of all Confidential Information of the other party.
- 10.2** Confidential Information of the other party may be disclosed to third parties only subject to a prior written notice of the other party. Notwithstanding the above, Confidential Information may be disclosed to the party's attorneys, auditors, accountants, consultants and subcontractors, provided that such persons perform their obligations in connection with the Agreement and are subject to a confidentiality clause.

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

- 11.1** The Partner warrants that it is in compliance with the requirements of any applicable anti money laundering laws and regulations applicable to it. The Partner warrants that it is not and any of its affiliates or ultimate beneficial owners is not subject to any international sanctions, boycotts, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws, decrees, ordinances, orders, demands, requests, rules or requirements.
- 11.2** Bolt has the right to conduct reviews of the Partner's compliance with anti-money laundering rules and/or suspend the Partner from using the Bolt Food Platform without prior notice, for the purpose of detecting fraud or any other violation thereof.
- 11.3** The Partner has to notify Bolt immediately of any circumstances that may refer to a violation of this Section 11.

## **12. LIABILITY AND INSURANCE**

- 12.1** Bolt is not liable for the performance of the Sales Agreement nor for any claims presented under the Sales Agreement, including but not limited to cases of sale and/or handing over of alcoholic beverages or any other Goods controlled under applicable local laws to Clients who are below the required minimum age and only during the times allowed under applicable laws.
- 12.2** Bolt is not liable for any indirect damage or loss of profit that the Partner may bear due to possible interruptions of availability or functioning of the Bolt Food Platform in any device.
- 12.3** Bolt is not liable for any indirect damage or loss of profit, unless caused intentionally or due to gross negligence.
- 12.4** The Partner shall indemnify, defend and hold Bolt harmless from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses in respect of or resulting from the performance of the services by the Partner under the General Terms.
- 12.5** The Partner shall indemnify to Bolt all extra costs that Bolt incurred due to the Partner breaching its obligations under the Agreement (e.g. and not limited to the costs of having the Courier return to the Partner before delivery of the Order to the Client, to retrieve Goods that the Partner initially failed to include in the Order).
- 12.6** The Partner is liable for the loss, theft of or any damage to the rented tablet provided by Bolt.
- 12.7** If the Client files a claim due to the breach of the Sales Agreement, the Partner shall release Bolt from all liability regarding the claim.

**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.

### **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 14.1 (Business User Operating in the Member State) has the right to challenge the termination of the Agreement, blocking, and other alleged non-compliance of Bolt with the Regulation, in accordance with the Internal Complaint-Handling System Rules for Business Users of Bolt available on <https://bolt.eu/en/legal/>.

**13.3** If there is a conflict between the Partner Specific Conditions, Special Terms, the General Terms, Schedules, or any other document incorporated by reference into the Agreement, then precedence shall be given first to the Partner Specific Conditions, second to the Special Terms, third to the General Terms, fourth to the Schedules and fifth to any other document incorporated by reference into the Agreement.

**13.4** Where versions of the Agreement exist in any other language, the English version shall prevail.

**13.5** Bolt reserves the right to update the General Terms anytime, by uploading the revised version on their webpage. Bolt will notify the Partner of any changes at least 30 days in advance. If the Partner does not agree to the updated General Terms, it should be communicated to Bolt in order to terminate the Agreement and discontinue the use of the Bolt Food Platform.

**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.

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

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

**1. Accepting Orders**

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

**2. Preparing of Orders**

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

**SCHEDULE 2**  
**DATA PROCESSING AGREEMENT**

This Data Processing Agreement is an integral part to 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.

**PART 1**

**Background information:**

- A.** In the course of performance of the Agreement and use of the Bolt Food Platform Bolt and Partner share personal data with each other as separate data controllers.
- B.** In case of a conflict between the Agreement and the Data Processing Agreement with regard to the processing of personal data, the Data Processing Agreement shall prevail and apply.

**1. GENERAL PROVISIONS AND DEFINITIONS**

- 1.1. The terms used in this Data Processing Agreement are used in the meaning given to them in the Agreement or in the meaning given to them in Article 4 of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter the **GDPR**). The term “**data subject**” shall mean the identified or identifiable natural person who uses Bolt Food Platform and to whom the personal data shared relates.
- 1.2. In the meaning of GDPR, Bolt and the Partner shall both be data controllers with regard to the personal data processing conducted by each in the respective scope.
- 1.3. “**Data Protection Laws and Regulations**” shall mean all laws and regulations, including laws and regulations of the European Union, and the Republic of Kenya, applicable to the Processing of Personal Data under the Agreement.

**2. GENERAL OBLIGATIONS OF PARTNER**

- 2.1. The Partner shall process personal data only in accordance with the applicable Data Protection Laws and Regulations, the terms and conditions of the Agreement and the terms and conditions of this Data Processing Agreement.
- 2.2. The Partner shall not process personal data outside the Republic of Kenya.
- 2.3. The Partner agrees to process personal data received from Bolt only in accordance with the data processing principles described in Part 2 herein and only for the purposes described in Part 3 herein, unless the data subject has separately authorized Partner for further processing. For the avoidance of doubt, the Partner may not use the data subject’s personal data for marketing purposes, unless the data subject has expressly stated otherwise.
- 2.4. The Partner shall ensure the full confidentiality of the personal data received from Bolt. The Partner shall ensure that access to the personal data received from Bolt shall be given to only

those representatives of the Partner who require it strictly in relation to the performance of their duties and that all such representatives are subject to a confidentiality obligation.

- 2.5. The Partner shall ensure the security of personal data for the purposes of protecting personal data from accidental or unauthorised processing, disclosure or destruction. The Partner shall inter alia procure that no physical or other copies are made of the data provided to the Partner through the Bolt Food Platform.
- 2.6. Upon the termination of the Agreement, Partner shall delete or destroy all personal data received from Bolt, incl. all (backup) copies of the personal data in the possession of Partner that is received from Bolt, unless (i) otherwise required under applicable laws or (ii) data subject has authorized Partner to further processing and retention of personal data.
- 2.7. If Partner uses (sub)processors, Partner shall assume full liability for the (sub)processor's actions.
- 2.8. Bolt has the right to check the performance of the Data Processing Agreement by the Partner at any time.

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

- 3.1. Both Parties shall ensure that personal data processing procedures carried out by each are lawful.
- 3.2. The Partner shall guarantee that while processing the personal data, all the data subjects' rights according to the GDPR are guaranteed to the data subjects, including but not limited to the following rights:
  - 3.2.1. the right of access under GDPR Article 15,
  - 3.2.2. the right to rectification under GDPR Article 16,
  - 3.2.3. the right to erasure ("right to be forgotten") under GDPR Article 17,
  - 3.2.4. the right to restriction of processing under GDPR Article 18;
  - 3.2.5. the right to data portability under GDPR Article 20.

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

- 4.1. In case of a (suspected) personal data breach related to the personal data received from Bolt or an incident that is likely to escalate into a personal data breach, the Partner shall immediately notify Bolt thereof.
- 4.2. The Partner shall send the notification to Bolt immediately, but no later than within 24 hours of learning about the data breach.
- 4.3. The notification shall be sent to [privacy@bolt.eu](mailto:privacy@bolt.eu)

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

- 5.1. Partner shall assume full liability and indemnify and hold harmless Bolt for any and all liability, damage, administrative fines or any other claims created for Bolt or which any person submits against Bolt with regard to the Partner's violation of the Data Processing Agreement or requirements of Data Protection Laws and Regulations.
- 5.2. In case of a violation of any condition of the Data Processing Agreement or a requirement under the Data Protection Laws and Regulations, the Partner shall compensate Bolt in full for any damage caused directly or indirectly by the violation, including legal expenses associated with the violation.
- 5.3. The Partner shall immediately notify Bolt if any claim or administrative fine is submitted against the Partner in relation to the Data Processing Agreement. The notification shall be sent to [privacy@bolt.eu](mailto:privacy@bolt.eu)

## **6. FINAL PROVISIONS**

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

## **PART 2**

### **Data processing principles:**

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

## **PART 3**

### **1. Data subjects**

Natural persons using the Bolt Food Platform (Clients) and natural persons providing the delivery service (Couriers).

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

Enabling the data subjects to use the Bolt Food Platform for ordering Goods from Partner(s) (data importers) and arranging the delivery of the Order using Couriers.

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

Following data disclosed by the data subject via Bolt Food Platform:

- 3.1 The Client's first name and the initial of last name;
- 3.2 The Client's phone number;
- 3.3 The Client's Order and information related to the Order (special requests regarding ordered Goods, etc);
- 3.4 The Courier's first name and initial of last name;
- 3.5 The Courier's phone number.

### **4. Processing period**

The data importer (Partner) agrees to delete or destroy the personal data about each data subject received from the data exporter (Bolt) within 30 days after the fulfilment of each Order, unless the data subject has separately authorized the data importer (Partner) to further processing.

### **5. Recipients**

Personal data is made available via Bolt Food Platform to the Couriers.

### **6. Sensitive data**

No sensitive personal data is transferred.