

## General Terms to Bolt Food service with the Partner

Updated on 25.08.2020.

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 to a Client through the Bolt Food Platform for the provision of agency services by Bolt to the Partner.
<b>Agreed Percentage</b>	is the percentage that serves as the basis for the calculation of the Agency Fee as indicated in Schedule 3.
<b>Agreement</b>	means the agreement between Bolt and the Partner which consists of these General Terms and any Partner Specific Conditions that may be communicated by Bolt to the Partner through hungary-restaurants@bolt.eu or agreed in writing between Bolt and the Partner from time to time in derogation to the General Terms.
<b>Bolt</b>	means Bolt Operations OÜ, registry code 14532901 and VAT no. EE102090374, address Vana-Lõuna 15, Tallinn 10134, Estonia.
<b>Bolt Group Companies</b>	means companies over which Bolt Technology OÜ (registry code 12417834, address Vana-Lõuna tn 15 Tallinn Harjumaa 10135), exercises right of control.
<b>Bolt Partners</b>	means local representatives, local branches, agents appointed or mandated by Bolt Technology OÜ or Bolt Operations OÜ.
<b>Bolt Food Platform</b>	means the food delivery platform operated by Bolt as the information society service, in a capacity of provider of the online intermediation services (within the meaning of Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services (the " <b>Online Platform Regulation</b> ")), that (i) enables the Partner to market its Goods with delivery option to Users and enter into Sales Agreements for the sale of Goods to Clients, (ii) enables the Users to place Orders of Goods with the Partner, enter into the Sales Agreements as Clients and arrange the delivery of the Order from a Courier and (iii) enables the Courier to offer delivery services to the Clients for the delivery of the Orders.

<b>Client</b>	means any User of the Bolt Food Platform that has placed an Order and enters into a Sales Agreement with the Partner and a Delivery Agreement with the Courier.
<b>Confidential Information</b>	means know-how, trade secrets and other information of a confidential nature, including, without limitation, all proprietary technical, industrial and commercial information, customers' and suppliers' data and techniques in whatever form held as well as any information regarding: (i) the business; and (ii) the contents of the Agreement.
<b>Courier</b>	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.
<b>Courier Terms</b>	means the terms and conditions applicable to the relationship between Bolt and the Couriers (and the Courier's employee / contractor should it be the case) in relation to the use of the Bolt Food Platform by the Couriers (and the Courier's employee / contractor should it be the case).
<b>Delivery Agreement</b>	means the agreement between the Client and the Courier for the delivery of the Order, concluded through the Bolt Food Platform.
<b>Goods</b>	means any goods that the Partner sells through the Bolt Food Platform.
<b>Goods Price</b>	means the gross price (VAT included) that the Client has to pay to the Partner for the ordered Goods.
<b>Opening Hours</b>	means the whole time period of a day during which the Partner accepts Orders and prepares Goods for pickup by Courier (the Opening Hours indicated in the Bolt Food Platform may differ from the opening hours of the Partner's establishment).
<b>Order</b>	means the order of Goods that the Client has placed with the Partner through the Bolt Food Platform.
<b>Order Price</b>	means the (gross) price that the User has to pay for the purchase and delivery 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, through which the operator conducts its business.
<b>Partners Specific Conditions</b>	means the variations from the General Terms and Schedules regarding the Partner, communicated in writing by Bolt to the Partner through the email address hungary-restaurants@bolt.eu or agreed in writing between Bolt and the Partner from time to time, in derogation to the General 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 and Schedule 3 (Price List).
<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.
- 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. 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 (“**Order Confirmation**”). 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 an independent agent for the Partners in relation to the brokerage of Sales Agreements between the Partners and the Clients. Bolt also acts as an independent agent for the Couriers in relation to the brokerage of Delivery Agreements between the Couriers and the Clients. As an independent agent Bolt is authorised by each Partner and each Courier to receive payments from the Clients on behalf of and/or for the benefit of the respective principal and allocate the received funds to the respective Partner and Courier 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 Order Confirmation, 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 and shall contact the Client in order to agree on changing the Order and ensure that the initial Goods Price would remain the same. If no agreement is reached or if the Client would have to pay more or less for the replacement Goods than the ordered Goods, the Partner shall not confirm the Order in the Bolt Food Platform and the Order Price shall be returned to the Client in full in case the payment has been processed from Client's payment card or other payment methods activated by the Client on the Bolt Food Platform.
- 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 (Service Level Requirements) to these General Terms.
- 3.4** The Client must comply with applicable laws, including the requirements applicable upon purchase of alcohol, energy drinks or any other products requiring age verification. In case the Client wants to order products requiring age verification, he/she must confirm and/or prove his/her age as part of the ordering process. Further, the Courier delivering the Order may refuse to hand over the products requiring age verification, if the Client does not present a valid photo identification proving that he/she is old enough to legally purchase the products.
- 3.5** Partner must distinctively mark the Goods containing alcohol, energy drinks or any other products requiring age verification under applicable laws.
- 3.6** Partner represents and warrants to possess all valid licenses for conducting its activities, including the "Jövedéki engedély", "Adóraktári engedély" and in any further licenses needed for the case of sale of alcoholic beverages.

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

- 4.1** The Partner shall be ready to launch the provision of services under the Bolt Food Platform from the moment its registration to the Bolt Food Platform has been confirmed. The detailed requirements and guidelines 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 complies to the Order of the 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 pickup by the Courier, or the Courier's employee / contractor, within the timeframe specified in Schedule 1 (Service Level Requirements).
- 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 or beverages), taking into account that the Courier, or the Courier's employee / contractor will only be required to pick up the packaged Order and, in case the Goods contain food or beverages, place it into the thermo-bag for delivery. The packaging may not include any logos or other advertising material of third parties (incl. the competitors of Bolt and the Partners). Bags for the packaging will also be made available for purchasing on a third party partner website that will be communicated to the Partner.
- 4.6** The Partner shall ensure that the Goods prepared for delivery:
- 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 or beverages);
  - 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 or beverages;
  - 4.6.4** comply with all applicable requirements and legislation for the preparation and packaging of food 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, or any third party delegated by Bolt, shall have the right to inspect the process of the provision of services by the Partners 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 on the Partner's internal channels or any Bolt Food Platform's competitor platform, unless agreed otherwise in the Partner Specific Conditions.

**4.9** The Partner agrees not to charge the Client any additional fees for the packaging of the Goods.

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

**5.1** The Partner will gain access to Bolt Food Platform through a 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. All Partners are displayed to the Client in a ranked sequence mainly based on the category within which their offering falls, the proximity to the Client, whether special discount or promotions are being offered to the Clients and frequency of use 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 establishment menus, particular Goods, Goods Prices, photos of the Goods and Opening Hours shall be accurate. Bolt will not change any information provided by the Partner regarding the menus and Goods Prices unless the Partner so instructs. The Partner shall also provide additional information regarding the Goods (ingredients, allergens, 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 possess a compatible tablet. Compatible tablets will also be made available for renting according to the Price List (Schedule 3).

**5.5** Bolt is not liable for the proper functioning of the Bolt Food Platform on any device. 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 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 fourteen days from the delivery of the Order. Bolt shall tend to the complaints at its own discretion and decide how to resolve them in line with the process and procedures detailed on these General Terms. Bolt, acting reasonably, may resolve to refund the Goods Price (or a part of it) to the Client at its own discretion on behalf of the Partner 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 as specified further below. 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 Partners.

**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 stock pictures at its own discretion.

**5.9** Notwithstanding the safeguards provided for under the Online Platform Regulation in terms of restriction, suspension and termination, the Bolt Food Platform is provided “as is” and Bolt cannot guarantee that the Bolt Food Platform will not be subject to change, modification or be discontinued either temporarily or permanently at any given time.

## **6. FEES**

**6.1** In consideration for Bolt’s services as the provider of the online intermediation services in relation to the brokerage of the Sales Agreements, the Partner shall pay the Agency Fee to Bolt with respect to 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 charged by the Partner for the Orders placed through the Bolt Food Platform during a particular reference period, save where Partner Specific Conditions apply.

**6.2** The Partner shall also pay Service Fees to Bolt for the use of software, in accordance with the Price List, save where Partner Specific Conditions apply.

**6.3** All fees are subject to VAT, if applicable.

**6.4** Bolt has the right to establish additional fees and update the Price List (Schedule 3 of these General Terms) from time to time, by notifying the Partner thereof at least thirty (30) days in advance (as specified below).

## **7. INVOICING AND PAYMENTS**

**7.1** The Partner, shall either (i) prepare and issue to the Client the invoice for the Goods Price on its own behalf or (ii) where the Partner is issuing cash register’s receipts for the Goods Price and the issued cash register’s receipts are transported to the Client together with the Goods, it shall prepare and issue to the Client informational receipt for the Goods Price on its own behalf; and accept the Client’s payment for the invoice or cash register’s receipts. 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.

- 7.2** Bolt undertakes to forward the Goods Price payments (less any fees due to Bolt) for all completed and delivered Orders made through the Bolt Food Platform to the Partner for a given reference period, except for Orders for which the Courier paid the Goods Price to the Partner is cash, 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. 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.
- 7.6** Bolt may, at its own discretion, limit the payment of Goods Price to the Partner in cash. 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.
- 7.7** In case the Partner fails to make the payment under Section 7.2 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.
- 7.8** 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).
- 8.2** The Partner has the right to terminate the Agreement at any time by giving notice at least fifteen days in advance.
- 8.3** Bolt has the ordinary right to terminate the Agreement at any time by giving notice at least thirty days in advance.



The notice period shall not apply and the termination shall produce immediate effect, if Bolt:

- has a legal or regulatory obligation to terminate this agreement in a manner which does not allow it to respect that notice period; or
- exercises a right of termination under an imperative reason pursuant to national law;
- can demonstrate that the Partner has repeatedly infringed any of the applicable terms and conditions (including those requirements provided under the Schedules herein).

Or if the Partner has become insolvent or has initiated any liquidation or bankruptcy proceeding or any proceeding similar in nature.

**8.4** If the Partner breaches any of its obligations under the Agreement, Bolt has the right to restrict or suspend the Partner from using the Bolt Food Platform without any obligation to compensate for the loss of profit as specified below.

**8.5** If Bolt temporarily or permanently restricts, suspends or terminates the Partner from using the Bolt Food Platform, it shall provide the latter with a statement of reasons, prior to or at the time of the restriction or suspension taking effect or at the time of termination notice.

The statement of reasons shall contain the specific facts or circumstances, including contents of third party notifications, that led to the suspension or termination, as well as a reference to the applicable grounds referred to in point 8.3. and 8.4.

Bolt does not have to provide a statement of reasons where it has a legal or regulatory obligation not to provide it, or where Bolt can demonstrate that the Partner has repeatedly infringed the applicable terms and conditions, resulting in termination of the agreement with immediate effect (including in case of material breach).

**8.6** Bolt will provide the Partner with the opportunity to clarify the facts and circumstances that led to the restriction, suspension or termination in the internal complaints-handling system of Bolt (see below). If the restriction, suspension or termination is revoked by Bolt, the Partner shall be enabled to continue to perform its services without any limitation of accessing personal or other data, or both resulting from its prior use of the Bolt Food Platform.

**8.7** The Partner has the right to extraordinarily terminate the Agreement without a notice period, if Bolt fails to comply with or substantially breaches any of the obligations set forth in the Agreement or if Bolt has become insolvent.

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

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

**8.8.2** obligations, which are expressed to survive the termination.

**8.9** 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 the sole purpose of using the Bolt Food Platform to sell 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.
- 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 Partner shall not use the Bolt Food Platform for unauthorised or unlawful purposes or impair or seek to impair the proper operation of the Bolt Food Platform.
- 9.6** 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 if subject to an identical or essentially identical confidentiality obligation.

## **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, or any third party delegated by 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, Bolt Group Companies or Bolt Partners are not liable for the performance of the Sales Agreement nor for any claims presented under the Sales Agreement, including in the case of sale of alcoholic beverages or any Goods to Clients who are below the required age under applicable laws.

**12.2** Bolt, Bolt Group Companies or Bolt Partners are 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, Bolt Group Companies or Bolt Partners are 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, Bolt Group Companies or Bolt Partners, harmless from and against any and all claims (including any claim filed by a Client due to the breach of the Sales Agreement), 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, Bolt Group Companies or Bolt Partners, all extra costs that Bolt, Bolt Group Companies or Bolt Partners, may incur due to the Partner breaching its obligations under the Agreement (e.g. and not limited to the costs of having the Courier, or the Courier's employee / contractor, 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** 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** If there is a conflict between the Partner Specific Conditions, 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 General Terms, third to the Schedules and fourth to any other document incorporated by reference into the Agreement.

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

**13.3** Bolt reserves the right to update the Agreement anytime, by uploading the revised version on the General Terms on their webpage or by notifying the Partner of Partner Specific Conditions.

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

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

If the Partner does not agree to the updated Agreement, it should be communicated to Bolt in order to terminate the Agreement and discontinue the use of the Bolt Food Platform.

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

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

- 13.4** The Partner may not assign any of the rights or obligations under the Agreement either in whole or in part.
- 13.5** 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.
- 13.6** Bolt makes available its internal complaints-handling system available at <https://bolt.eu/en/legal/complaint-handling-system-for-business/> within the Bolt Food Platform where the Partner shall be able to submit complaints, especially with regards to the matters below:
- 13.6.1** alleged non-compliance by Bolt with any obligations laid down in the Online Platform Regulation which affects the Partner,
- 13.6.2** technological issues which relate directly to the performance of Bolt Food Platform,
- 13.6.3** measures taken by, or any behaviour of Bolt which relate directly to its services, and which affects the Partner directly.
- Bolt will review the complaint and revert to the Partner about the subject matter of the complaint without undue delay, taking into account the importance and complexity of the issue raised. If the complaint could not be resolved through Bolt's internal complaints-handling system, the Courier may choose a mediator from the list of mediators available on [www.advokatuur.ee/est/advokaadid/vandeadvokaatidest-lepitajad](http://www.advokatuur.ee/est/advokaadid/vandeadvokaatidest-lepitajad) to attempt to reach an agreement in the issue.
- 13.7** If the respective dispute resulting from these General Terms or the Sales Agreement could not be settled by neither the internal complaints-handling system nor mediation, then the dispute will be finally solved in Harju County Court in Tallinn, Estonia.
- 13.8** The whole text of the present General Terms, has been written in Hungarian and English, both versions being deemed authentic, but for legal and interpretative purposes the text in English shall prevail.

**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.
- 1.2 In the event that the Partner cannot provide the Goods as it was requested in the Order, the Partner shall not confirm the Order in the Bolt Food Platform and shall contact the Client on the phone number provided on the Order. The Partner should offer (if reasonably possible) to replace the Goods with another Goods for the same Goods Price that the Client has already paid. If no agreement is reached, the Partner shall notify Bolt thereof, by cancelling the Order on the Bolt Food Platform.
- 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. 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 or beverages.
- 2.2 The Partner ensures that all Goods will be prepared within the preset time-frame indicated for each Goods on the Bolt Food Platform. The Order shall be ready to be picked up by the Courier 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 cause the reimbursement of the Order Price to the Client.

**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 the Partner may 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.

**2. GENERAL OBLIGATIONS OF PARTNER**

- 2.1.** The Partner shall process personal data only in accordance with the applicable law, 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 European Economic Area.
- 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.

### **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 the applicable law.

- 5.2. In case of a violation of any condition of the Data Processing Agreement or a requirement under the applicable law, the 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.

## **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, or the Courier's employee / contractor).

## **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 or the Courier's employee / contractor's first name and initial of last name;
- 3.5 The Courier or the Courier's employee / contractor'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 fourteen 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.

**SCHEDULE 3  
PRICE LIST**

This Price List is an integral part of the Agreement and establishes the fees payable to Bolt by the Partner in accordance with the Agreement.

<b>Name of fee</b>	<b>Amount</b>
Agency Fee & Agreed Percentage	30% of the Goods Price, save where specified otherwise in the Partner Special Conditions
<i>Service Fees</i>	
Activation Fee (will be deducted by Bolt from your earnings)	HUF 30000, save where specified otherwise in the Partner Special Conditions
Lenovo Tablet rent fee (if applicable)	HUF 1500 excl. VAT + VAT (if applied) / week*
Ipad rent fee (if applicable)	HUF 3000 excl. VAT + VAT (if applied) / week*
Epson Receipt Printer rent fee (if applicable)	HUF 1500 excl VAT + VAT (if applied) / week*