

Dopuna partnerskih ponuda Općim uvjetima usluge Bolt Food s partnerom

1. Uvod

Ova Dopuna partnerskim ponudama („Dopuna o ponudama“) primjenjuje se kada:

- a) Partner („vi“) koristi Food Hub, tj. platformu i alate koje pruža Bolt koji omogućuju partneru da Klijentima pruža kratkoročne popuste i slične posebne ponude („Ponuda(e)“) putem platforme Bolt Food Platform, kako bi se povećala potražnja Klijenata; ili
- b) odaberete ili prihvatite ponudu putem izravne komunikacije s Boltom (putem e-pošte, telefona, mrežnih obrazaca ili na neki drugi način, „izravnom komunikacijom“).

Bolt ovlašćuje partnera da koristi Ponude dostupne u Food Hubu ili prihvaćene izravnom komunikacijom, podložno odredbama ove Dopune o ponudama. U slučaju sukoba između Dopune o ponudama i Općih uvjeta („Opći uvjeti“) usluge Bolt Food s partnerom, odredbe Dopune o ponudama imaju prednost, a svi nedefinirani izrazi s velikim slovima u Dopuni o ponudama imaju značenje navedeno u Općim uvjetima.

2. Ponude

Popis ponuda koje su vam dostupne postavljen je u Food Hubu i/ili ponuđen izravno putem izravne komunikacije. Možete se uključiti u bilo koju ponudu koja vam je dostupna i odabrati datum početka ponude. Možete se prema vlastitom nahođenju u bilo kojem trenutku isključiti iz ponude. Bolt zadržava pravo ograničiti trajanje Ponuda i pravo pauzirati Ponudu prema vlastitom nahođenju, sa ili bez prethodne obavijesti. Slažete se da Bolt neće biti odgovoran za Ponudu, uključujući bilo kakve izmjene, obustavu ili prekid Ponude. Procijenjeni porast potražnje Klijenta naveden u Ponudi je procjena i Bolt ne može jamčiti da će Ponuda rezultirati određenim povećanjem potražnje Klijenta.

3. Obveze partnera

Partner je odgovoran za ispunjavanje uvjeta svake Ponude za Klijenta. Slažete se da ćete svoju Ponudu pokrenuti u skladu sa svim važećim zakonima ili propisima („Važeći zakoni“) i imate sva potrebna ovlaštenja za pokretanje svoje Ponude. U slučaju Ponuda u kojima se Roba nudi Klijentima po sniženoj cijeni robe, cijena robe ne može se povećati najmanje 30 dana prije primjene snižene cijene robe.

4. Troškovi ponude

Mehanizam podjele troškova za svaku Ponudu bit će opisan u Food Hubu ili putem izravne komunikacije. U slučaju da se odlučite uključiti u određenu Ponudu, pristajete snositi troškove povezane s Ponudom (kako je opisano u Food Hubu ili dogovoreno izravnom komunikacijom). U slučaju Ponuda u kojima se Roba nudi Klijentima po sniženoj cijeni robe, Bolt će agencijsku proviziju naplatiti iz cijene robe s popustom, a ne iz pune cijene robe. Ako Bolt pokriva dio troškova Ponude, Bolt ima pravo naplatiti vam Naknadu za kampanju na način naveden u Ponudi. U slučaju da ste s Boltom putem izravne komunikacije dogovorili da će mehanizam podjele troškova Ponude biti drugačiji od onog opisanog u Food Hubu, tada će prevladati takav poseban sporazum.

5. Ostalo

Bolt može s vremena na vrijeme prema vlastitom nahođenju izmijeniti Dopunu o ponudama, a te izmjene i dopune stupit će na snagu trideset (30) dana nakon što Bolt objavi izmijenjenu Dopunu o ponudama na adresi <https://food.bolt.eu/en-us/legal/> ili ga na drugi način učini dostupnim partneru. Ako nastavite koristiti Food Hub za pružanje Ponuda nakon što nova Dopuna o ponudama stupi na snagu, to predstavlja vaše prihvatanje ažurirane Dopune o ponudama.

Partner Offers Addendum to General Terms of Bolt Food service with the Partner

1. Introduction

This Partner Offers Addendum ("**Offers Addendum**") applies when:

- a) the Partner („**you**“) uses the Food Hub, i.e. the platform and tools provided by Bolt which enable the Partner to provide short-term discounts and similar special offers („**Offer(s)**“) to the Clients via the Bolt Food Platform, in order to increase Client demand; or
- b) you choose or accept an Offer via direct communication with Bolt (via e-mail, phone, online forms or other channel, "**direct communication**").

Bolt authorizes the Partner to use the Offers available in the Food Hub or accepted via direct communication, subject to the terms of this Offers Addendum. In the event of any conflict between the Offers Addendum and the General Terms („**General Terms**") of Bolt Food service with the Partner, the terms of the Offers Addendum shall prevail and any undefined capitalized terms in the Offers Addendum will have the meaning set forth in the General Terms.

2. Offers

The list of Offers that are available to you is set out in the Food Hub and/or offered directly via direct communication. You can opt in to any Offer available to you and choose the start date of the Offer. You can opt out of an Offer at any time at your own discretion. Bolt reserves the right to limit the duration of the Offers and the right to pause an Offer at its own discretion, with or without prior notification. You agree that Bolt shall not be liable to you for the Offer, including for any modification, suspension or discontinuance of the Offer(s). The estimated increase of Client demand specified in the Offer is an estimate and Bolt cannot guarantee that the Offer will result in a certain amount of increase of Client demand.

3. Partner's obligations

The Partner is responsible for fulfilling the terms of each Offer for the Client. You agree that you will run your Offer in accordance with all applicable laws or regulations ("Applicable Laws") and you have all necessary authority to run your Offer. In case of Offers whereby the Goods are offered to Clients at a discounted Goods Price, the Goods Price cannot be increased for at least 30 days prior to applying the discounted Goods Price.

4. Costs of the Offer

The cost sharing mechanism for each Offer will be described in the Food Hub or via direct communication. In case you choose to opt in to a certain Offer, you agree to be responsible for the costs related to the Offer (as described in the Food Hub or agreed via direct communication). In case of Offers whereby the Goods are offered to Clients at a discounted Goods Price, then Bolt will charge the Agency Fee from the discounted Goods Price and not the full Goods Price. If Bolt will cover a part of the Offer's cost, Bolt is entitled to charge you a Campaign Fee as specified in the Offer. In case you have agreed with Bolt via direct communication that the cost sharing mechanism of the Offer shall be different from what is described in the Food Hub, then such special agreement shall prevail.

5. Other

Bolt may amend the Offers Addendum from time to time in its sole discretion, and such amendments will be effective thirty (30) days after Bolt posts the amended Offers Addendum at <https://food.bolt.eu/en/us/legal/> or otherwise makes it available to the Partner. If you continue to use the Food Hub for providing Offers after the new Offers Addendum enters into force constitutes your consent to be bound by the updated Offers Addendum.