

General Terms to Bolt Food delivery service with the Courier

Updated on 15.04.2020

These General Terms shall apply to all relations between Bolt and the Courier (and the Courier's employee / contractor should it be the case) in the course of using the Bolt Food Platform, as defined below. By signing up in the account provided by Bolt to access the Bolt Food Platform, the Courier and the Courier's registered employees / contractors agree to the application and content of these General Terms and is informed about the processing of the Courier (and its registered employees / contractors)'s personal data disclosed during registration and use of the Bolt Food Platform on the conditions set out in these General Terms and the Privacy Policy.

1. DEFINITIONS

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| Actual Delivery Cost | means the actual total cost of each delivery to be transferred to the Courier. The amount of the Actual Delivery Cost is calculated in accordance with Section 7.1 below. |
| Agency Fee | means the fee payable to Bolt by the Courier in accordance with Section 7.3 below for the provision of agency services to the Courier. |
| Bolt | means Bolt Operations OÜ, registry code 14532901 and VAT no. EE102090374, address Vana-Lõuna 39/1, Tallinn 10134, Estonia, e-mail address estonia-food@bolt.eu . |
| Bolt Group Companies | means companies over which Bolt Technology OÜ (registry code 12417834, address Vana-Lõuna tn 15 Tallinn Harjumaa 10135), exercises right of control. |
| Bolt Partners | means local representatives, local branches, agents appointed or mandated by Bolt Technology OÜ or Bolt Operations OÜ. |
| Bolt Food Platform | means the food delivery platform operated by Bolt as the information society service, in a capacity of provider of the online intermediation services, that (i) enables the Restaurant Operator to market its Meals with delivery option to Users and enter into Sales Agreements for the sale of Meals to Clients, (ii) enables the Users to place Orders of Meals with the Restaurant Operator, 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. |

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| Client | means any User of the Bolt Food Platform that has placed an Order and enters into a Sales Agreement with the Restaurant Operator and a Delivery Agreement with the Courier. |
| Confidential Information | 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 General Terms. |
| Courier | means any sole entrepreneur or legal entity who has been registered by Bolt as a provider of the delivery service to the Client with respect to Meals ordered through the Bolt Food Platform. |
| Courier Fee | means the gross fee payable for the delivery services related to an Order, by the Client to the Courier under the Delivery Agreement, exclusive of any discount, and / or incentive offered by Bolt. The Courier Fee is calculated in accordance with the principles set out in Section 7. |
| Delivery Agreement | means the agreement between the Client and the Courier for the delivery of the Order, concluded through the Bolt Food Platform. |
| Drop-Off Location | means the address indicated on the Order, where the Client wishes to receive the ordered Meal. |
| General Terms | means these 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. |
| Meal | means any ready-made meal and/or other food products or beverages that the Restaurant Operator sells through the Bolt Food Platform. |
| Marketplace | means the arrangements and functionalities of the Bolt Food Platform that facilitate the use of on-demand delivery services provided by the Couriers. |
| Marketplace Fees | means the fees that are payable to the Couriers in accordance with Section 7.4. |

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| Meal Price | means the gross price (including with applicable value added, sales or other taxes where applicable) that the Client has to pay to the Restaurant Operator for the ordered Meal. |
| Minimum Order Value | means the amount determined by the Bolt Food Platform which indicates the minimum Meal Price of a meal for which an Order can be placed through the Bolt Food Platform. |
| Minimum Value Compensation | means the fee payable by Client to the Courier in accordance with Section 7.3 (in order to compensate the difference between the Minimum Order Value and the Meal Price of a particular Order.) |
| Order | means the order of a Meal that the Client has placed with the Restaurant Operator through the Bolt Food Platform. |
| Order Price | means (gross) the price that the User has to pay for the purchase(d) Meal(s) and delivery of the Order. |
| Request | means a signal sent out to one or more Couriers or the Courier's employee / contractor should it be the case, indicating the time and location of Order pick up. |
| Restaurant | means each and every establishment of the Restaurant Operator listed on the Bolt Food Platform. |
| Restaurant Operator | means the operator of any restaurant, café, bistro, food kiosk, canteen, delivery-only-kitchen, gastronomy department in a grocery store or other Meal production establishment that Bolt has concluded an agreement with. |
| User | means any person that has registered a user account on the Bolt Food Platform and uses the services of the Bolt Food Platform through that user account. |

2. LEGAL FRAMEWORK

- 2.1. The Bolt Food Platform enables the Client to order Meals from Restaurant Operators and arrange the delivery of the Orders to the Client by the Courier.
- 2.2. For the delivery of the Order, the Client enters into a Delivery Agreement directly with the Courier. The Delivery Agreement is deemed to be concluded from the moment that the Courier, or the Courier's employee / contractor, has accepted the Request through the Bolt Food Platform.

- 2.3. By operating the Bolt Food Platform, Bolt acts only as a provider of 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 “**Online Platform Regulation**”)), and is not a party to the Delivery Agreement. The Courier, or the Courier’s employees / contractors, are not employed by Bolt and do not act as Bolt’s subcontractor, but provide the delivery service to the Client as independent contractors pursuant to the Delivery Agreement.
- 2.4. By operating the Bolt Food Platform, Bolt acts as an independent agent for the Couriers in relation to brokerage of Delivery Agreements between the Couriers and the Clients. As the agent Bolt is authorised by each Courier as principal to receive payments from the Clients and Restaurant Operators on behalf of and/or for the benefit of the Couriers and allocate the received funds to the respective Courier in accordance with these General Terms. These General Terms do not aim in whatsoever way at forming an employer-employee relationship between Bolt and the Courier, or the Courier’s employees / contractors.

3. MEANS OF DELIVERY

- 3.1. The Couriers, or the Courier’s employees / contractors, may choose the means for providing the delivery service at their own discretion.
- 3.2. The Courier is solely responsible for complying with all relevant laws and regulations for operating and using the chosen means of transport (e.g. licenses, insurances, etc).
- 3.3. The Courier must ensure that, at all times, itself or its employees / contractors (if any) conform to the requirements of this General Terms and agree to act in accordance with the conditions and obligations thereof and any further agreements with Bolt. The Courier and its employees and/or contractors shall remain jointly and severally liable for any infringement deriving from the conduct of such employee / contractor.

4. PROVISION OF SERVICES IN BOLT FOOD PLATFORM BY COURIER

- 4.1. After receiving the account details from Bolt, the Courier, or the Courier’s employees / contractors, may commence using the Bolt Food Platform on their smartphone or tablet. Bolt does not provide the devices or sufficient internet connection for using the Bolt Food Platform. Bolt is not liable for the proper functioning of the Bolt Food Platform on any device.
- 4.2. The Courier, or the Courier’s employees / contractors, warrant and represent that during the course of providing the delivery service, they comply with all relevant laws and regulations applicable to the provision of delivery service to the Client and with all requirements set out in Schedule 2 (Requirements for providing delivery service).
- 4.3. The detailed guidelines for using the Bolt Food Platform are set out in Schedule 3 (Instructions for using Bolt Food Platform).

- 4.4.** The Courier, or the Courier's employees / contractors, may provide the delivery service during all times that they are signed-in in the Bolt Food Platform. The Courier, or the Courier's employees / contractors, are welcomed to wear Bolt branded clothes, if they have opted to buy them, at all times. For the provision of the delivery service, the Courier, or the Courier's employees / contractors, may use their own Bolt-branded thermo-bags or a personal thermo-bag. During the provision of delivery service brokered under the Bolt Food Platform the Courier, or the Courier's employees / contractors, are restricted from using any clothing, accessories or equipment which displays or includes any logos or branding of a competing food delivery platform as this may be damaging to Bolt's reputation and brand awareness. For the sake of clarity, the Courier is the sole proprietor of its equipment and Bolt does not impose the utilization of any particular equipment in the execution of its services to the Client, which choice is left to the sole discretion of the Courier.
- 4.5.** The Courier, or the Courier's employees / contractors, may choose the time and duration of providing the delivery service on the Bolt Food Platform at their own discretion. Notwithstanding the above, the Courier, or the Courier's employees / contractors, must complete the delivery of any accepted Order before discontinuing the provision of services pursuant to the respective Delivery Agreement.
- 4.6.** The Client may leave feedback and make complaints regarding the delivery service through the Bolt Food Platform. Bolt shall tend to the complaints at its own discretion, investigate the complaint (where necessary) and decide on the further course of action in resolving the complaints. If the Courier, or the Courier's employees / contractors, has materially breached its obligations or has received several complaints, Bolt has the right to temporarily or permanently suspend the Courier, or the Courier's employees / contractors, from using the Bolt Food Platform as specified further below.
- 4.7.** 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.

5. PICKUP OF ORDER

- 5.1.** As per the Delivery Agreement, the Courier, or the Courier's employees / contractors, have to pick up the accepted Order at the time and location indicated on the Bolt Food Platform.
- 5.2.** In compliance with the delivering food safety and hygiene regulation, the Courier, or the Courier's employees / contractors, have to place the Meal, which is previously packaged by the Restaurant, into the thermo-bag without adding or removing any packaging.

6. DELIVERY OF ORDER

- 6.1. The Courier, or the Courier's employees / contractors, may choose the route of delivery at their own discretion, provided that the Order is delivered to the address indicated on the Bolt Food Platform as soon as reasonably possible, as per the Delivery Agreement. The Bolt Food Platform calculates a suggested route and an estimated delivery time for the delivery of the Order, which are not binding to the Courier, or the Courier's employees / contractors.
- 6.2. The Courier, or the Courier's employees / contractors, may not open the packaging of the Restaurant and has to deliver the Meal as prepared by the Restaurant Operator. The Courier, or the Courier's employees / contractors, are not allowed to change, modify, add to, remove from or temper with the Meal in any way.
- 6.3. The Courier, or the Courier's employees / contractors, have to hand over the Order to the Client at the Drop-Off Location indicated on the Bolt Food Platform. Detailed guidelines for cases where the Courier, or the Courier's employees / contractors, are unable to deliver the Order at the Drop-Off Location is set out in Schedule 3 (Guidelines for using Bolt Food Platform).

7. FEES

- 7.1. For each delivery the Courier will receive the Actual Delivery Cost, which is calculated by the Bolt Food Platform in accordance with the principles of dynamic pricing, taking into account the distance and time of delivery, the traffic situation, weather conditions, the pool of couriers available on the Marketplace and other factors.
- 7.2. Courier acts as an independent contractor for the Client and as part of the Actual Delivery Cost the Courier shall be entitled to a Courier Fee payable by the Client for the delivery service rendered under the Delivery Agreement. The Courier Fee is calculated within the Bolt Food Platform for each delivery.
- 7.3. If an Order is subject to Minimum Order Value, the Client will pay to the Courier the Minimum Value Compensation.

Bolt will procure that the difference between the Actual Delivery Cost and the aggregate amount of the Courier Fee and (where applicable) the Minimum Value Compensation will be compensated to the Courier in the form of Marketplace Fees.
- 7.4. If the Courier Fee together with the Minimum Value Compensation (where applicable) exceeds the Actual Delivery Cost, then Bolt is entitled to charge the Agency Fee from the Courier in the amount by which the sum of the Courier Fee and (where applicable) the Minimum Value Compensation exceeds the Actual Delivery Cost.
- 7.5. The details of calculation of the Actual Delivery Cost will be adjusted from time to time by Bolt taking into account the number of orders, market situation, weather conditions, supply, availability of the Couriers on the Marketplace, and other factors related to the delivery service.

- 7.6. Bolt may establish a marketing fee payable to the Couriers for participating in the marketing of Bolt brand.
- 7.7. Bolt has the right to establish other fees applicable to the Courier by updating these General Terms and notifying the Courier through the Bolt Food Platform thereof, any such amendments will enter into force as per the conditions set forth herein and in accordance with the Online Platform Regulation.

INVOICING

- 7.8. The Courier, shall prepare and issue to the Client the invoice(s) for the Courier Fee and (where applicable) for the Minimum Value Compensation upon request of the Client and in any case issue a receipt to the Client for the Courier Fee and (where applicable) for the Minimum Value Compensation. The payment obligation of the Client arising from the Delivery Agreement is deemed to be fulfilled when the payment is credited onto the bank account of Bolt.
- 7.9. The Courier, shall prepare and issue to Bolt on a weekly basis the invoice for any due amounts by Bolt based on the received Bolt's summary / claim statement..
- 7.10. Bolt undertakes to forward all Courier Fee and (where applicable) the Minimum Value Compensation payments from the Client to the Courier's bank account that was provided to Bolt by the Courier. In the event that the Courier has to pay the Agency Fee to Bolt under Section 7.5 of these General Terms, Bolt shall prepare and issue an invoice to the Courier for the Agency Fee (if and as necessary) and deduct the Agency Fee from the payments made to the Courier.
- 7.11. Invoicing and payments between Bolt and the Courier will be made after each reference period. The reference period shall be one week.

8. SUSPENSION OF USE AND TERMINATION

- 8.1.** If the Courier or the Courier's employees / contractors breach any of the obligations set out in these General Terms, Bolt has the right to temporarily or permanently restrict or suspend the Courier (or any of its employees or contractors) from using the Bolt Food Platform without any obligation to compensate for the loss of profit.
- 8.2.** Bolt has the ordinary right to terminate this agreement by giving notice at least 30 days prior to the termination taking effect
- The notice period shall not apply and the termination shall produce immediate effect, if Bolt:
- 9.2.1. has a legal or regulatory obligation to terminate this agreement in a manner which does not allow it to respect that notice period; or
- 9.2.2. exercises a right of termination under an imperative reason pursuant to national law; or
- 9.2.3. can demonstrate that the Courier or the Courier's employees / contractors have repeatedly infringed any of the applicable terms and conditions (including those requirements provided under the Schedules herein).
- 8.3.** If Bolt temporarily or permanently restricts, suspends or terminates the Courier or the Courier's employees / contractors, from using the Bolt Food Platform, it shall provide the Courier 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 9.1. and 9.2.
- 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 Courier or the Courier's employees / contractors have repeatedly infringed the applicable terms and conditions, resulting in termination of the agreement with immediate effect (including in case of material breach).
- 8.4.** Bolt will provide the Courier or the Courier's employees / contractors with the opportunity to clarify the facts and circumstances that led to the restriction, suspension or termination in the internal complaint-handling process of Bolt. If the restriction, suspension or termination is revoked by Bolt, the Courier or the Courier's employees / contractors 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.
- 8.5.** The Courier has the ordinary right to terminate this agreement by giving notice at least 14 days in advance.
- 8.6.** The termination of these General Terms will not affect:
- 8.6.1.** any accrued rights of either party, including any right to receive any payments due but unpaid before the termination; or

8.6.2. obligations, which are expressed to survive the termination.

9. LICENCING, INTELLECTUAL PROPERTY RIGHTS AND DATA PROCESSING

- 9.1.** Bolt grants a revocable, non-exclusive, non-transferable, non-sublicensable license to the Courier and the Courier's employees / contractors for using the Bolt Food Platform for the sole purpose of offering delivery services to the Clients under the Delivery Agreements.
- 9.2.** All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of Bolt during the provision of the information technology services under these General Terms (including, but not limited to the Bolt Food Platform and Confidential Information), as well as all data and statistics about the Deliveries made through the Bolt Food Platform belong to Bolt. The Courier or the Courier's employees / contractors shall not copy, modify, adapt, reverse-engineer, distribute, 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 Deliveries for each reference period for a period of [one year] after the end of said reference period.
- 9.3.** The Courier or the Courier's employees / contractors 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.
- 9.4.** The Courier or the Courier's employees / contractors will process the data of the Clients in accordance with Schedule 1 of these General Terms (Data Processing Agreement). The terms and conditions for processing the personal data of the Couriers, who are natural persons, is established in the Privacy Policy, available on Bolt's website.

10. CONFIDENTIALITY

- 10.1.** During the term of the agency relations and for a period of five years following the expiry or termination of the agreement, Bolt and the Courier, or the Courier's employees / contractors, 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 Courier has to be in compliance with the requirements of any applicable anti money laundering laws and regulations and may not use the Bolt Food Platform for money laundering purposes. The Courier warrants that he/she is not subject to any international

sanctions, anti-terrorism or similar laws, decrees, ordinances, orders, demands, requests, rules or requirements.

- 11.2. Bolt, or any third party delegated party from Bolt, has the right to conduct reviews of the Courier, or the Courier's employees / contractors' compliance with anti money laundering rules and/or suspend the Courier or the Courier's employees / contractors from using the Bolt Food Platform without prior notice, for the purpose of detecting fraud or any other violation thereof.
- 11.3. The Courier, or the Courier's employees / contractors, has to notify Bolt immediately of any circumstances that may refer to a violation of this Section 12.

12. LIABILITY

- 12.1. The Courier is solely liable for the performance of the Delivery Agreement and for any claims presented under the Delivery Agreement. Bolt, Bolt Group Companies or Bolt Partners are not liable for any failure or non-conformity of performing the Delivery Agreement and assume no liability for any traffic violations or accidents sustained during the performance of the Delivery Agreement.
- 12.2. Bolt is liable for damages or loss of profit that the Courier or the Courier's employees / contractors may bear only in cases of intentional or grossly negligent breaches of these General Terms by Bolt.
- 12.3. The Courier shall indemnify, defend and hold Bolt, Bolt Group Companies or Bolt Partners harmless from and against any and all claims (including claims filed by the Client due to the breach by the Courier of the Delivery 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 provision of the delivery services by the Courier or the Courier's employees / contractors under these General Terms and / or the violations of the representation and warranties provided herein.

13. GOVERNING LAW, COMPLAINTS AND DISPUTES

- 13.1. **These General Terms and any rights or claims arising out of or in connection with the Delivery Agreement shall be governed by the substantive law of the Republic of Estonia.**
- 13.2. **Bolt makes available its** internal complaint-handling process within the Bolt Food Platform for the resolution of any claims arising out of or in connection with the Delivery Agreement and the present General Terms whereby the Couriers are able to submit complaints (via email addressed to hungary-restaurants@bolt.eu), especially with regards to the matters below:
 - 13.2.1. alleged non-compliance by Bolt with any obligations laid down in the Online Platform Regulation which affects the Courier,
 - 13.2.2. technological issues which relate directly to the performance of Bolt Food Platform,

- 13.2.3.** measures taken by, or any behaviour of Bolt which relate directly to its services, and which affects the Courier directly.

If the respective dispute resulting from these General Terms or the Delivery Agreement could not be settled by neither the internal complaint-handling process nor mediation, then the dispute will be finally solved in Harju County Court in Tallinn, Estonia.

Bolt will bear a reasonable proportion of the total costs of mediation in each individual case. Such reasonable proportion of those total costs will be determined, on the basis of a suggestion by the mediator, by taking into account all relevant elements of the case at hand.

14. MISCELLANEOUS

- 14.1.** Where versions of the Agreement exist in any other language, the English version shall prevail.
- 14.2.** Bolt reserves the right to update the General Terms anytime, by notifying the Courier either through the Bolt Food Platform or the e-mail address provided to Bolt.

Any changes to the General Terms will be notified on a durable medium to the Courier 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.

The Courier 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, also by means of the Courier-s employees / contractors 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.

- 14.3.** The Courier, or the Courier's employees / contractors, may not assign any of the rights or obligations under these General Terms either in whole or in part.

- 14.4.** 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 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 Courier or the Courier's employees / contractors 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 Delivery Agreement and use of the Bolt Food Platform, Bolt and the Courier share personal data with each other as separate data controllers.
- B.** In case of a conflict between the Delivery Agreement and the Data Processing Agreement with regard to the processing of personal data, the Data Processing Agreement shall prevail.

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 Courier shall both be data controllers with regard to the personal data processing conducted by each in the respective scope.

2. GENERAL OBLIGATIONS OF COURIER

- 2.1.** The Courier 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 Courier shall not process personal data outside the European Economic Area.
- 2.3.** The Courier 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 Courier for further processing. For the

avoidance of doubt, the Courier may not use the data subject's personal data for marketing purposes, unless the data subject has expressly stated otherwise.

- 2.4. The Courier shall ensure the full confidentiality of the personal data received from Bolt. The Courier shall ensure that access to the personal data received from Bolt shall be given to only those representatives of the Courier who require it strictly in relation to the performance of their duties under the Delivery Agreement and that all such representatives are subject to a confidentiality obligation.
- 2.5. The Courier shall ensure the security of personal data for the purposes of protecting personal data from accidental or unauthorised processing, disclosure or destruction. The Courier shall inter alia procure that no physical or other copies are made of the data provided to the Courier through the Bolt Food Platform.
- 2.6. Upon the termination of the Agreement, the Courier and the Courier's employees / contractors shall delete or destroy all personal data received from Bolt, incl. all (backup) copies of the personal data in the possession of the Courier or the Courier's employees / contractors that is received from Bolt, unless otherwise required under applicable laws or data subject has authorized the Courier to further processing and retention of personal data.
- 2.7. If the Courier uses (sub)processors, the Courier 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 Courier 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 Courier 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 and 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 Courier shall immediately notify Bolt thereof.

- 4.2. The Courier 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. The Courier 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 Courier'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 Courier 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 Courier shall immediately notify Bolt if any claim or administrative fine is submitted against the Courier 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).

2. Purpose of data processing

Enabling the data subjects to use the Bolt Food Platform for ordering the delivery of the ordered Meals using Couriers or the Courier's employees / contractors.

3. Categories of personal data

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

- 3.1 first name and the first letter of the last name;
- 3.2 phone number;
- 3.3 Order contents and the Order Price;
- 3.4 address, where the Order is to be delivered (incl. gate codes etc, if applicable);
- 3.5 any other notes made by the Client to the Courier or the Courier's employees / contractors through the Bolt Food Platform.

4. Processing period

The data importer (Courier or the Courier's employees / contractors) 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 (Courier or the Courier's employees / contractors) to further processing.

5. Sensitive data

No sensitive personal data is transferred.

SCHEDULE 2
REQUIREMENTS FOR PROVIDING DELIVERY SERVICE

This Schedule is an integral part of the agreement and the General Terms pertaining thereto. All capitalized terms have the same meaning as given to them in the General Terms.

1. Requirements for the Courier or the Courier's employees / contractors

- 1.1. The Courier or the Courier's employees / contractors are at least 18 years of age.
- 1.2. In compliance with the delivering food safety and hygiene regulation, the Courier or the Courier's employees / contractors shall not provide the delivery service while he/she is carrying an illness which is likely to spread and that he/she is or may reasonably be aware of. The Courier or the Courier's employees / contractors is and will at all times during the provision of the delivery service be medically fit to operate the means of delivery of its choosing. Bolt has the right to request the submission of health fitness certificates from the Courier at any time for public safety reasons. If the Courier or the Courier's employees / contractors gives reason to assume that the delivery would not be safe or if the Courier or the Courier's employees / contractors refuses to provide the health certificate, Bolt has the right, in the general public interest, to suspend the Courier's or the Courier's employees / contractors' access to the Bolt Food Platform.
- 1.3. The Courier or the Courier's employees / contractors shall not provide the delivery service while under the influence of alcohol or drugs.

2. Provision of delivery service

- 2.1. If under the applicable law, the Courier needs to be registered as service provider, entrepreneur or as a similar entity for taxation or other purposes, the Courier has to comply with relevant requirements for the entire period of providing the delivery service through the Bolt Food Platform.
- 2.2. When the Courier joins the Bolt Food Platform, he/she or its employees / contractors shall participate in a hygiene and health safety training and confirm that they have completed the training.
- 2.3. The Courier or the Courier's employees / contractors will not engage in reckless behaviour while driving, including by driving unsafely, operating a vehicle that is unsafe to drive, permitting an unauthorised third party to accompany the Courier or the Courier's employees / contractors in the vehicle while providing the delivery service.
- 2.4. The thermo-bags used for the delivery must be clean and in good order. If a vehicle is used for the Delivery, the vehicle must also be clean and in good order.
- 2.5. The Courier or the Courier's employees / contractors shall make certain before each delivery that the thermo-bag is clean and is used in a manner that ensures food and health safety and prevents the contamination or tempering of food. The Courier or the

Courier's employees / contractors shall clean the thermo-bag as frequently as necessary with a cloth or swab to ensure that the thermo-bag is clean when delivering the Order.

- 2.6. The Courier or the Courier's employees / contractors shall clean the thermo-bag using only such products and in such manner that does not cause contamination of food or pose a risk to human health. Cleaning products and disinfectants shall be used only pursuant to the instructions prepared by the producer of such products.
- 2.7. The Courier or the Courier's employees / contractors shall ensure that the ordered Meal is protected against contamination by way of remaining the thermo-bag neatly sealed during the entire delivery process. If something other than food is delivered in the same vehicle, the Courier or the Courier's employees / contractors shall ensure that the Meal is sufficiently separated in the thermo-bag to prevent contamination.
- 2.8. The Order shall be ready to be picked up by the Courier or the Courier's employees / contractors no earlier than within the last 5 minutes of the Meal preparation time frame.
- 2.9. The Courier or the Courier's employees / contractors shall ensure to deliver the Order to the Client at latest within 1 hour after the Meal has been prepared by the Restaurant.

SCHEDULE 3 GUIDELINES FOR USING BOLT FOOD PLATFORM

This Schedule is an integral part of the General Terms. All capitalized terms have the same meaning as given to them in the General Terms.

1. For providing the delivery service, the Courier or the Courier's employees / contractors need to mark themselves as 'active' on the Bolt Food Platform by pressing "Go Online" at any time. For discontinuing the provision of the delivery service for the day, the Courier or the Courier's employees / contractors needs to mark him- or herself as 'inactive' on the Bolt Food Platform by pressing "Stop New Requests" at any time.
2. During the provision of the delivery service (and at other times), the Courier or the Courier's employees / contractors are welcomed to wear Bolt branded clothes, if they have opted to buy them.
3. When the Restaurant Operator has accepted an Order placed by the Client, a Request is sent out to one of the nearby Couriers or the Courier's employees / contractors. The Courier or the Courier's employees / contractors may autonomously choose to accept or decline the Request.
4. The Courier or the Courier's employees / contractors may accept new Requests also before the delivery of the previous Order is completed.
5. After picking up the Order at the Restaurant, the Courier or the Courier's employees / contractors marks the Order as "Picked Up" on the Bolt Food Platform.

6. After handing over the possession of the Order to the Client, the Courier or the Courier's employees / contractors marks the Order as "Delivered" on the Bolt Food Platform.
7. If the Client fails to take possession of the Order (does not pick up the phone, does not answer the door, etc), the Courier or the Courier's employees / contractors has to contact the Client on the phone number indicated on the Bolt Food Platform on at least 3 separate occasions and stay with the Order at the Drop-Off Location during a 10 minute time frame. If the Client is still unavailable and unable to take possession of the Order, the Courier or the Courier's employees / contractors will contact Bolt's customer service in order to authorise Bolt to cancel the delivery and fully charge the Client for the delivery, as well as to receive further advice regarding the Order.