



MOBILLY ELECTRONIC MONEY ACCOUNT OPENING AND SERVICING CONTRACT

1. TERMS USED IN THE CONTRACT AND EXPLANATIONS THEREOF

- 1.1. **Mobilly** – a licensed electronic money institution in the Republic of Latvia — Limited Liability Company “Mobilly” (unified registration No. 40003654405, address: 91 Dzirnavu Street, k-3, Riga, LV-1011), whose operation as an issuer of electronic money is supervised by the Bank of Latvia (2A K. Valdemāra Street, Riga; phone +371 67022300, e-mail: info@bank.lv), and which is registered with the Register of Electronic Money Institutions maintained by the Bank of Latvia.
- 1.2. **Customer** – a natural person for whom an Electronic Money Account has been opened.
- 1.3. **Electronic money** – electronic money issued by Mobilly in return for real money and serving as a means of payment between Customers and the Traders. Mobilly repurchases electronic money in return for real money. Nominal value of electronic money has been equalised to euros and cents.
- 1.4. **Emission of electronic money** – action performed by Mobilly, during which the amount of electronic money appropriate to the real money is transferred into the Electronic Money Account held by the Mobilly customer.
- 1.5. **Repurchase of electronic money** – action performed by Mobilly, during which electronic money is withdrawn from the Electronic Money Account held by the Mobilly customer, and the amount of real money appropriate to these funds is disbursed to the Customer.
- 1.6. **Electronic Money Account** – account held within the Mobilly system and identified by the Customer phone number is operated according to the principles stipulated in this Contract and is used for the registration of electronic money transactions.
- 1.7. **Mobilly system** – Part of the Mobilly website closed to public access (www.mobilly.lv), where the Customer can familiarise himself/herself with the situation of the Electronic Money Account and the performed transactions, as well as give orders for emission, repurchase or transfer of electronic money to the Trader or other Customer. Mobilly system is available, if the username and password issued solely to the respective Customer is used.
- 1.8. **Customer identifier** – unique identifier, granted by Mobilly to the Customer, by which it is identified on the Mobilly system.
- 1.9. **Trader** – a merchant which sells goods or provides services and receives funds for the sold goods or provided services through Mobilly.
- 1.10. **Reclamation** – challenge or an electronic money transaction, initiated by the Customer.
- 1.11. **Price List** – summary of prices of the Mobilly services and procedures for the calculation thereof. Price List may be included in this Contract or in the Terms of Use of Mobilly Services. In any case, the Price List forms an integral part of the Contract.
- 1.12. **Personal identity document** — passport or ID card.

2. PARTIES TO THE CONTRACT AND CONCLUSION THEREOF

- 2.1. This Contract shall be entered into between Mobilly and the Customer using remote means of communication. The invitation of Mobilly to enter into this Contract has been expressed publicly by publishing a proposal to become a Customer and this Contract on the Mobilly website and in Mobilly advertising materials. Unconditional Customer's consent to this Contract is expressed by the Customer as soon as the Customer has sent a text message to 1859, entered his/her phone number in the mobile application, called 1859 or (+371) 22001859 and expressed his/her wish to become a Customer or registered on the Mobilly website. The aforementioned activities are regarded as the Customer's unconditional consent to the proposal publicly expressed by Mobilly. The Contract shall enter into effect from the moment when the Customer has agreed to the Contract; however, separate provisions of the Contract are applied after the additional activities performed by the Customer.
- 2.2. By expressing his/her wish to enter into this Contract, the Customer acknowledges that he/she has familiarised himself/herself with the Terms of Use of Mobilly Services, which form an integral part of this Contract and are available on the Mobilly website www.mobilly.lv. In the case of discrepancies between the provisions of the Contract and the terms and conditions of the Terms of Use of Mobilly Services, the terms and conditions of use of Mobilly Services shall prevail.
- 2.3. Mobilly shall only accept such a Customer's consent to this Contract, which has been expressed or registered through the use of phone numbers of operators of the European Union and Ukraine.

3. SUBJECT OF THE CONTRACT

- 3.1. Mobilly shall open an Electronic Money Account for the Customer and issue (transfer) Electronic Money into this account in return for the Customer's funds. The Electronic Money deposited in the Electronic Money Account is the Customer's property, and the Customer may use the means of Electronic Money for the purchase of goods or receipt of services from the Traders, which accept Electronic Money as a form of payment, or transfer Electronic Money to other Mobilly Customer. Mobilly may set certain limits for individual services, and such limits may be revoked at the discretion of Mobilly or as soon as the Customer meets the duties set by Mobilly.
- 3.2. Based on the Customer's application, Mobilly shall repurchase the Electronic Money in accordance with the procedure stipulated in this Contract by transferring real money to the Customer.
- 3.3. The Customer shall agree to pay for the provided services the service fee set in the Mobilly Price List.

4. OPENING OF THE MOBILLY ELECTRONIC MONEY ACCOUNT AND THE CUSTOMER IDENTIFICATION

- 4.1. The Customer shall express his/her wish to enter into the Contract and consent to the conditions of the Contract in any of the following ways:
 - 4.1.1. by sending a text message JAUNS to the phone number 1859;
 - 4.1.2. by entering his/her mobile phone number in the Mobilly mobile application;
 - 4.1.3. by calling 1859 or (+371) 22001859 from his/her mobile phone number and registering with the help of the Mobilly operator;
 - 4.1.4. by registering on the Mobilly website (www.mobilly.lv).
- 4.2. As soon as Mobilly has received the Customer's consent to the provisions of this Contract, it is considered that the Customer has agreed to the provisions of this Contract and the Terms of Use of Mobilly Services, and the Contract enters into effect. With the moment of entry of the Contract into effect, Mobilly shall open for the Customer the Electronic Money Account whose identified (account No.) is the Customer's mobile phone number.
- 4.3. After the opening of the Electronic Money Account, Mobilly shall send to the Customer access data for the Mobilly system (username which is the User's mobile phone number and initial access password), which are used by the

Customer to complete the registration on the Mobilly system and be able to use the opened Electronic Money Account.

- 4.4. Prior to the first use of the Electronic Money Account, the Customer is obliged to provide the following information about himself/herself:
 - 4.4.1. name and surname;
 - 4.4.2. for residents of the Republic of Latvia – personal identity number;
 - 4.4.3. for non-residents of the Republic of Latvia – date of birth and country of tax residence;
 - 4.4.4. Information on status of politically exposed person;
 - 4.4.5. Consent to the provisions of this Contract;
 - 4.4.6. Payment card or bank account details;
 - 4.4.7. Other information, if required by Mobilly.
- 4.5. Mobilly informs the Customer that the information stipulated in the previous Clause must be acquired according to the requirements of the regulatory enactments of the Republic of Latvia governing the operation of financial institutions, including, but not only the Law on Payment Services and Electronic Money and the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, and the regulatory enactments related to these laws.
- 4.6. The Customer agrees to provide Mobilly with the required additional information or documents, if necessary, in accordance with the requirements of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, and the regulatory enactments related to these laws.
- 4.7. In the case if the Customer has opened an Electronic Money Account in favour of another person, and this other person uses the Electronic Money Account, the Customer shall be obliged to notify Mobilly thereof immediately by calling 1859 or (+371) 22001859, or by sending identity data of the actual user of the Electronic Money Account to the Mobilly e-mail address: info@mobilly.lv. Mobilly informs the Customer that, in such a case, this another person will be considered the actual owner-true beneficial owner of the Electronic Money Account.
- 4.8. Mobilly and the Customer shall agree that Mobilly is entitled to carry out verification of the identity data specified by the Customer in the data registers and available databases. The Customer has been informed and agrees that the data provided by the Customer and results of the verifications carried out by Mobilly are stored by Mobilly in accordance with the procedures stipulated in the regulatory enactments of Latvia.
- 4.9. Should the balance of the Customer's Electronic Money Account be EUR 150.00 (one hundred and fifty euros) or the Customer purchase Electronic Money in the total amount of at least EUR 150.00 (one hundred and fifty euros) within a calendar month, Mobilly shall be entitled to demand, and the Customer shall be obliged in such a case to submit Mobilly his/her identity document, from which Mobilly is entitled to make a copy or transcript. Mobilly may demand that the Customer at any time confirm the personal data provided at the moment of registration by purchasing the Electronic Money with a bank transfer from the count opened in the Customer's name with a credit institution of Latvia, provided that the received payment order contains the Customer identity data.
- 4.10. Should the turnover of the Electronic Money Account (purchase of Electronic Money or receipt thereof from another customer) be at least EUR 2,500.00 (two thousand five hundred euros) within any period of 12 (twelve) months, the Customer shall be obliged to present a Customer's personal identity document to the representative of Mobilly at the request of Mobilly and to submit a document confirming the Customer's actual address. Mobilly shall be entitled to make copies of the presented documents.
- 4.11. When submitting an application to Mobilly for repurchase of the Electronic Money, the Customer shall be identified by signing the application remotely using a secure electronic signature or in person — with the

Customer presenting his/her identity document. If the Customer has not submitted Mobilly a document confirming the Customer's place of residence, the Customer shall be obliged to submit a document confirming the place of residence. Mobilly shall be entitled to make copies of the presented documents.

- 4.12. If the Customer has not specified identity data at all or specified false identity data, Mobilly shall be entitled to refuse to open the Electronic Money Account or suspend opening of the account.
- 4.13. The Customer agrees that Mobilly may use independently created Customer identifier for the Customer identification on the Mobilly system and in the data to be submitted to the Traders, and the Customer does not object to the transfer of such identifier to the Traders. Mobilly undertakes to issue, at the Customer's request, a statement confirming ownership of the created identifier of the Customer.
- 4.14. When complying with the requirements of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, Mobilly shall be entitled to demand from the Customer, and the Customer shall be obliged to provide information and documents on the nature and purpose of the transactions, information and documents on the origin of the Customer's funds and wealth, information on the person, who is the actual owner of the Electronic Money Account or in favour or interests of whom transactions are performed in the Electronic Money Account and other information which Mobilly is entitled to demand in accordance with the requirements of the regulatory enactments.

5. MOBILLY ELECTRONIC MONEY

- 5.1. After the opening of the Electronic Money Account, the Customer shall be entitled to purchase Electronic Money by making an advance payment. Electronic Money shall be transferred into the Electronic Money Account opened for the Customer, and the Customer may verify the transactions made in the Electronic Money Account and situations of the Electronic Money Account on the Mobilly system.
- 5.2. The Customer may top up the Electronic Money Account in any of the following ways:
- 5.2.1. By using a payment card issued by a credit institution or financial institution of the European Union, European Economic Area or the Russian Federation by manually entering card details on the Mobilly website (www.mobilly.lv), section mans.mobilly.lv or Mobilly mobile application;
- 5.2.2. If a payment card issued by a credit institution or financial institution of the European Union, European Economic Area or the Russian Federation is linked to the Electronic Money Account — by sending a text message TOP X to 1859 (replacing X by the amount by which he/she wishes to top up the Electronic Money Account). The amount by which the Electronic Money Account is topped up, will be debited from the linked payment card.
- 5.2.3. By using connections of the supported internet banks — from his/her internet bank.
- 5.3. The following limits are set for the Electronic Money Account:
- 5.3.1. Maximum limit for the top up of the Electronic Money Account is EUR 150.00 (one hundred and fifty euros);
- 5.3.2. Maximum permissible balance of the Electronic Money Account is EUR 150.00 (one hundred and fifty euros).
- 5.4. If the Customer carries out topping up of the Electronic Money Account by an amount exceeding the maximum top-up limit or if, following the top-up, the Electronic Money Account balance exceeds the maximum permissible Electronic Money Account balance, Mobilly shall be entitled not to accept the Customer's transfer and return the actual funds to the account from which the payment was made.
- 5.5. If the Customer has purchased Electronic Money by using solely his/her payment card, and the Electronic Money Account balance within a calendar month is EUR 150.00 (one hundred and fifty euros) or more, Mobilly shall be entitled to demand that the Customer carry out the purchase of Electronic Money by using an account opened in

the amount of the Customer with a credit institution of Latvia or European Union (by using an internet bank connection or agreeing on another alternative solution). While the Customer has not purchased Electronic Money by using the account held with the credit institution, Mobilly shall be entitled to refuse the Customer the purchase of Electronic Money through the use of a payment card.

- 5.6. In the case stipulated in the previous Clause of the Contract, where it is not possible for the Customer to make a bank transfer or use the internet bank, the Customer may contact Mobilly Customer Support Service by calling 1859 or (+371) 22001859, or info@mobilly.lv and agree on an alternative solution.
- 5.7. The Customer may use Electronic Money for payments for the Traders' goods or services. Purchase of goods or services may take place at the physical place of trade or on the web. The Customer shall agree on the conditions of trade in goods or the provision of services with the Trader onsite or express its consent to the transaction by using remote means of communication. The order issued by the Customer to Mobilly to make the transfer of Electronic Money in favour of the Trader shall mean that the Customer has agreed to the Trader's offer to conclude the transaction and be considered unconditional consent of the Customer to the Trader's proposal.
- 5.8. Relations between the Customer and the Trader for the purchase of goods or service are governed by a mutual contract, therefore, the Customer and the Trader are mutually liable for the application of regulatory enactments (taxes, requirements of distance contract, requirements of consumer rights protection etc.). Within the framework of these relations, Mobilly shall be a financial intermediary, whose duties are limited solely by the provision of a financial service and transfer of precise information on the transaction, therefore Mobilly shall not be liable for the mutual transaction between the Customer and the Trader and its provisions, except for the case, where Mobilly is directly involved in any part of the transaction.
- 5.9. The Customer shall be obliged to make payment (by a transfer of Electronic Money to the Trader) before or during receipt of the good or service, unless the Trader has set a different payment procedure. In the case of use of a parking space, a fee applies which depends on the duration of use of the parking space, therefore the Customer shall be obliged to comply with the terms and conditions of the Terms of Use of Mobilly Services and other requirements published on the Mobilly website (www.mobilly.lv).
- 5.10. In cases where the Customer pays for the service which depends on the spent time, Mobilly shall be entitled to reduce the balance of the Electronic Money Account by the amount which is necessary for the payment for the minimum duration (step) of the service. If the Customer fails to use the entire minimum duration (step) of the service, the balance shall not be returned.
- 5.11. Receipt of the good or service offered by the Trader and payment for such a good or service using Electronic Money is to be carried out by sending a text message using the mobile application or on the Mobilly website (www.mans.mobilly.lv).
- 5.12. The Customer shall be entitled to carry out an Electronic Money transfer (remittance) to another Mobilly customer – owner of the Electronic Money Account. Transfer shall be made by sending a text message using the mobile application or on the Mobilly website (www.mans.mobilly.lv). The amount of such transfer must be such for the balance of the recipient's Electronic Money Account after the receipt of Electronic Money not to exceed EUR 150.00 (one hundred and fifty euros). If the transfer results in the balance of the recipient's Electronic Money Account exceeding EUR 150.00 (one hundred and fifty euros), Mobilly shall refuse the performance of the transaction and inform the Customer of the reasons for the refusal by sending them automatic notification, received by the Customer in SMS format. The service may not be available to all Customers. In order to be able to carry out an Electronic Money transfer (remittance), the Customer must be identified: Mobilly system must contain information on the Customer specified in Clause 4.4 of this Contract, as well as an identity document and

document confirming the address must be submitted upon the request of Mobilly. Mobilly shall be entitled to make copies of the presented documents.

- 5.13. The Customer shall be entitled to request Mobilly to repurchase the funds deposited in the Electronic Money Account. The funds deposited in the Electronic Money Account which do not exceed EUR 250.00 (two hundred and fifty euros) within a year, Mobilly shall repurchase based on a written Customer's request by transferring funds to a specified current account, held by the Customer with a credit institution. Mobilly shall repurchase the Electronic Money according to the nominal value thereof. Mobilly shall be entitled to apply the Electronic Money Repurchase fee in the amount of 4% (four per cent) of the amount to be repurchased, but not less than EUR 1.50 (one euro, fifty cents). Upon acceptance of the Customer's application, Mobilly shall identify the Customer by his/her identity document or by receiving the Customer's application signed using a secure electronic signature. If the applicant's personal data does not match the Customer's data available on the Mobilly system, Mobilly shall be entitled to refuse the examination of the Application for the Repurchase of Electronic Money and leave it unexecuted.
- 5.14. If the Customer wants to demand Mobilly to repurchase the Electronic Money deposited in the Electronic Money Account with the total amount exceeding EUR 250.00 (two hundred and fifty euros) within a year or wants to receive the real funds obtained as a result of repurchase to a different payment instrument, Mobilly shall be entitled to demand, and the Customer shall be obliged to provide Mobilly with additional information, including evidence on the ownership of the payment instrument. In such a case, Mobilly may only execute the repurchase order to the payment card or current account owned by the Customer himself/herself. If the applicant's personal data does not match the Customer's data available on the Mobilly system, or if the Customer refuses to provide Mobilly with additional information, Mobilly shall be entitled to refuse the examination of the Application for the Repurchase of Electronic Money and leave it unexecuted.
- 5.15. The Customer shall not be entitled to demand that Mobilly repurchase such Electronic Money which the Customer has directly or indirectly (for example, by receiving Electronic Money from another Customer) obtained in a campaign, lottery organised by Mobilly or within the framework of the loyalty programmes organised by the Mobilly cooperation partners.
- 5.16. If, within the duration of 12 (twelve) months, the Customer does not perform a single transaction in the Electronic Money Account, Mobilly shall be entitled to close the Electronic Money Account. If the balance of the Electronic Money Account is positive, then, starting from the 13th (thirteenth) month, the monthly Electronic Money Account servicing fee in the amount of EUR 4.00 (four euros) for each month when the Electronic Money Account is not used shall be debited from the Customer's Electronic Money Account. Electronic Money Account shall be closed as soon as its balance is zero euros. If, following the closing of the Electronic Money Account, the Customer wants to use Mobilly services, the Customer shall be obliged to perform activities for the opening of a new Electronic Money Account.

6. RECLAMATIONS AND COMPLAINTS

- 6.1. The Customer shall be entitled to submit a reclamation (challenge the performed transaction), if the Customer has not authorised (allowed) the Electronic Money Transaction and the transfer has been made without the Customer's notice. Mobilly shall be obliged to assess the Customer's application within 10 (ten) business days and check whether the challenged transaction was carried out by the Customer. If the Customer's reclamation is justified (the Customer has not given the order in person, by a text message, by using the mobile application or by using the Mobilly website and access codes), Mobilly shall return wrongfully (mistakenly) debited Electronic Money to the Customer.

- 6.2. The Customer shall be entitled to submit a reclamation (challenge the performed transaction), if the Trader which has received Electronic Money, acts unfairly (does not sell the good, does not provide a pre-paid service) or has fraudulently misappropriated the Customer's funds. In such a case, the Customer shall be obliged to contact the Trader first and submit a claim (request) regarding the delivery of the good or receipt of service, or return of funds. When submitting a reclamation to Mobilly, the Customer must at the same time provide evidence that the Customer has demanded compliance with the contractual obligations from the Trader and that the Trader has failed to comply with the contractual obligations. If the actions taken by the Trader in bad faith are confirmed, Mobilly shall return the Electronic Money from the Trader's Electronic Money Account to the Customer. In the cases specified in this Clause, the Customer shall be obliged to submit the reclamation no later than within 8 (eight) weeks from the day of transaction. The provisions of this Clause do not apply to the remittance of Electronic Money to another Mobilly Customer.
- 6.3. Should the Customer's reclamation be false and the Customer has previously submitted an Electronic Money Transfer order or the Trader has fulfilled its obligations to the Customer, Mobilly shall withhold the amount of EUR 10.00 (ten euros) from the Customer's Electronic Money Account commission for false reclamation.
- 6.4. If Mobilly has returned Electronic Money to the Customer according to the Reclamation, but the Trader proves that the transaction has taken place and corresponds to the mutual contract between the Customer and the Trader, Mobilly shall debit the relevant amount from the Customer's Electronic Money Account and return to the Trader, at the same time withholding commission from the Customer's account in the amount of EUR 10.00 (ten euros) for false reclamation. If the Customer's Electronic Money Account does not contain sufficient funds in the amount returned to the Trader and the commission, Mobilly shall debit these funds from the Electronic Money Account as soon as it is possible or commence debt recovery proceedings.
- 6.5. The Customer shall be entitled to submit a complaint to Mobilly regarding Electronic Money settlements. The Customer may submit a complaint in person or send such to the Mobilly e-mail info@mobilly.lv. Mobilly shall inform the Customer that Mobilly has developed procedures for the examination of the Customers' complaints, and that complaints are examined according to these procedures. Mobilly shall provide replies to the complaints regarding the operation of an electronic money institution within 30 (thirty) days from the day of receipt of the complaint. Information on the procedures for the submission and examination of complaints is available on the Mobilly website (www.mobilly.lv).

7. ACCESS OF THE ELECTRONIC MONEY ACCOUNT AND PAYMENT AUTHORISATION

- 7.1. The Customer shall be identified on the system, and the Electronic Money transactions shall be authorised in the following ways:
- 7.1.1. By sending a text message from the Customer's mobile phone registered on the Mobilly system, whose number matches the Customer's Electronic Money Account identifier, to the phone number 1859;
 - 7.1.2. By sending a command from the Mobilly mobile application where the Customer undergoes authorisation using a mobile phone number and password;
 - 7.1.3. By authorising on the Mobilly website mans.mobilly.lv with the mobile phone number and password.
- 7.2. All the payments, payment orders, orders, submissions, contracts, as well as other declarations of intents submitted by using the authorisation as set in the previous Clause shall be considered binding on the Customer and equalised to the Customer's freely expressed, unequivocal and direct will to perform relevant activities on the Mobilly system.
- 7.3. The Customer undertakes to store the Mobilly system access data with care and protect it from disclosure. The Customer shall be obliged to make all efforts to prevent the unauthorised passing on of access data, as well as to

the Customer's mobile phone or its SIM card into the disposal of third parties, as a result of which such parties would be able to perform unauthorised transactions or use the Electronic Money Account.

- 7.4. The Customer agrees that Mobilly will identify the Customer during a phone conversation by the dialling number (and by the issued password). The Customer shall undertake to notify Mobilly immediately by calling 1859 or (+371) 22001859, if third parties have access to the Customer's access password, mobile phone or its SIM card, as a result of which unauthorised activities with the Customer's Electronic Money Account could be performed. The Customer shall independently perform all the actions necessary to change the Customer's access password.
- 7.5. The Customer shall undertake liability for any losses, undertaken obligations or other activities performed up to the moment before Mobilly is warned of the cases referred to in the previous Clause of the Contract, as well as before Mobilly has blocked access to the Electronic Money Account.
- 7.6. The Customer agrees that in the case of loss or negligent storage of access data, mobile phone, its SIM card, Mobilly shall not be liable for any consequences and possible losses arising therefrom.
- 7.7. Upon changes of the mobile phone number registered in the Mobilly system, the Customer shall be obliged to close the opened Electronic Money Account and transfer the balance of the Electronic Money Account (if any) to its new Electronic Money Account.
- 7.8. The Customer shall be obliged to register in the Mobilly system by using his/her personal information and personal data only. The Customer shall be liable for the correctness of the data provided and entered in the Mobilly system.

8. COSTS OF USE OF THE ELECTRONIC MONEY ACCOUNT

- 8.1. Mobilly services shall be provided in accordance with the service fees set in this Contract and the terms and conditions of the Terms of Use of Mobilly Services. The terms and conditions of the Terms of Use of Mobilly Services are available on the Mobilly website www.mobilly.lv.
- 8.2. The Customer shall pay for the goods and services according to the price of the relevant good or service set by the Trader. If the Trader or Mobilly applies an additional fee, adds duties or taxes, Mobilly shall inform the Customer in this regard on the Mobilly website (www.mobilly.lv) or on the Mobilly mobile application in the description of the relevant service.
- 8.3. The fee for a reminder and response message that a Customer receives from Mobilly in SMS format or as a push notification on the Mobilly mobile application is EUR 0.13 (zero euros and thirteen cents). It shall be withheld from the Customer's Electronic Money Account. When concluding a contract with Mobilly, the Customer agrees to the receipt of a reminder and response messages from Mobilly and agrees to the notification fee indicated in this Clause. The Customer may not refuse to receive the reminders or response messages. The Customer may choose the regularity of receipt of reminder notification by making changes to his/her profile on the Mobilly website, Mobilly mobile application or by calling the Mobilly hotline on 1859. The maximum possible duration of a reminder may not exceed 72 (seventy two) hours.
- 8.4. Warning and informative notifications received by the Customer from Mobilly as a push notification shall be free.

9. RIGHTS, DUTIES AND LIABILITY OF MOBILLY

- 9.1. Upon the receipt of a text message from the Customer's registered mobile phone number or a mobile application command, or Customer's order with a command on the Mobilly website (www.mobilly.lv), Mobilly undertakes to make a payment to the Trader for the good or service, or to transfer funds deposited in the Customer's Electronic

Money Account to another Electronic Money Account within the Mobilly system, to perform the Customer's order and send Electronic Money to the specified addressee. Mobilly shall not perform orders for the performance of which the Customer's Electronic Money Account has insufficient funds.

- 9.2. As soon as the Customer has sent an order by using a text message of the registered mobile phone number or mobile application command, or the Customer's order on the Mobilly website (www.mobilly.lv), it shall be considered unconditional consent to the transaction and transfer of funds, and authorisation of payment of the Electronic Money Payment. Text message commands are specified on the Mobilly website (www.mobilly.lv), as well as in the Terms of Use of Mobilly Services.
- 9.3. The Customer shall be liable for the sufficient balance of Electronic Money in the Electronic Money Account to make payments. If the balance of Electronic Money is insufficient or if the information specified in the Customer's order is insufficient, or if the amount of payment exceeds the maximum or is less than the minimum payment limit, if any, or if the payment order is not suitable for making the payment in the Mobilly system because of any other reason, Mobilly shall be entitled not to perform the payment. Mobilly shall not be liable for losses or harm incurred by the Customer in this regard.
- 9.4. Mobilly shall provide the Customer with the statement of the transactions performed in the Electronic Money Account. Statements are available on the Mobilly website (www.mobilly.lv) after the entry of the Customer's access data.
- 9.5. Mobilly shall not be liable for the quality of the goods and services offered by the Traders. The Client shall be obliged to submit all the claims related to receipt of the goods or services, their quality or compliance with the provisions of the Contract to the Traders of the goods or services.
- 9.6. Mobilly shall not be liable for the prices of goods and services set by the Traders, and changes therein. If possible, Mobilly shall post information on changes in the prices set by the Traders on its website (www.mobilly.lv).
- 9.7. If the balance of the Electronic Money Account is lower than the fee set in this Contract for the automatic reminders and response notifications sent by Mobilly and received by the Customer as a text message, Mobilly shall be entitled not to send them to the Customer.
- 9.8. Mobilly shall not be liable for a transaction not having taken place, unreceived service or good because of the fault of any third party, including, but not limited to the technical problems of the mobile phone operator.
- 9.9. Should the Customer incur losses due to the unlawful activity of Mobilly, Mobilly shall compensate direct losses incurred by the Customer in relation to the loss of Electronic Money from the Electronic Money Account. The amount of the compensation of losses shall be limited to the amount of funds deposited in the Electronic Money Account, which was effective up to the moment when losses were caused to the Customer.
- 9.10. Mobilly shall be entitled to unilaterally suspend operation of the Electronic Money Account without prior notice to the Customer in the case if the Customer has breached the provisions of this Contract or if suspicion has arisen that the Electronic Money Account is used illegally, unlawfully, for fraudulent or money laundering purposes. In the case of reasonable suspicion, Mobilly shall be entitled to suspend this Contract or close the Electronic Money Account, as well as other electronic money accounts owned by the same Customer and report such to the law enforcement authorities.
- 9.11. In the case of submission of an order for the repurchase of Electronic Money, prior to the execution thereof, Mobilly shall be entitled to request any information necessary for Mobilly to identify the Customer and identify his/her relation to the Electronic Money Account. Mobilly shall execute the order for repurchase of Electronic Money and transfer funds only after Mobilly has verified the Customer's identity and ownership of the Electronic Money Account.

- 9.12. When performing this Contract, Mobilly shall be entitled to process the Customer's personal data, obtain and store the Customer's identity documents or copies thereof, the Customer's payment cards and current account data, as well as other information which is necessary for Mobilly and may be acquired for the performance of this Contract and compliance with the regulatory enactments.
- 9.13. Mobilly will process the Customer's data solely to provide a good quality and lawful performance of the Contract and to comply with the requirements of the regulatory enactments. Mobilly will not disclose this data to third parties without a written Customer's consent, except for the cases stipulated in this Contract and regulatory enactments. Mobilly will ensure safe storage of the Customer's data.
- 9.14. Upon the receipt of the Customer's consent, Mobilly shall be entitled to inform the Customer by using the Customer's contact information which is at the disposal of Mobilly (phone number, e-mail address, actual address) on the changes, improvements and other matters related to Mobilly services. The Customer's consent shall be valid until revoked.
- 9.15. Upon receipt of the Customer's consent, Mobilly shall be entitled to send the Customer commercial notification on Mobilly services and favourable offers on its own behalf. The Customer's consent to receive commercial notifications shall be valid until revoked.
- 9.16. Mobilly shall be entitled to set additional limits for the purchase of Electronic Money or transfers, notifying the Customer in the description of the relevant service on the Mobilly website (www.mobilly.lv).

10. RIGHTS, DUTIES AND LIABILITY OF THE CUSTOMER

- 10.1. The Customer shall be liable for the accuracy of the information provided by Mobilly, including that contained in the remittance order, as well as for the losses and harm caused due to the provision of mistaken or insufficient information to Mobilly. Payment orders, orders and applications shall be executed based on the information provided by the Customer. Mobilly shall not be liable for ensuring the correctness or expansion of incorrect information provided by the Customer.
- 10.2. The Customer shall agree that, upon the conclusion of this Contract, it will comply with all the duties set in the Contract and has been informed of all the rights of Mobilly set in this Contract. Text messages sent by Mobilly to the Customer are not to be considered preconditions for the exercise of the rights of Mobilly or duties of the Customer set in this Contract.
- 10.3. The Customer shall acknowledge and agree that he/she has been warned that in the case if it will be found that the Customer uses the Electronic Money Account for fraudulent purposes, money laundering, terrorism financing or any other unlawful activities, Mobilly will take all the necessary steps depending on Mobilly to hold the Customer administratively or criminally liable according to the applicable regulatory enactments.
- 10.4. The Customer shall be obliged to follow his/her Electronic Money Account balance. Should the funds deposited in the Customer's Electronic Money Account be insufficient, Mobilly shall be entitled not to execute the Customer's orders and refuse approval of the transaction. If the funds deposited in the Electronic Money Account are spent at the moment when a service is provided subject to time accounting, the provision of such service shall be suspended.
- 10.5. The Customer agrees that Mobilly is entitled, upon a reasonable Trader's request, to provide information on the transactions performed by the Customer in relation to the payment for the services provided or goods supplied by the Trader in question; furthermore, the Customer agrees that, where necessary, Mobilly shall be entitled to transfer information on the Customer's debt obligations to Mobilly and right of recovery of the Customer's debt obligations to third parties without prior notice.

10.6. The Customer has been informed that, when performing this Contract, Mobilly shall be entitled to process the Customer's personal data, obtain and store the Customer's identity documents or copies thereof, the Customer's payment cards and current account data, as well as other information which is necessary for Mobilly and may be acquired for the performance of this Contract and compliance with the regulatory enactments. The Customer has familiarised himself/herself with the Mobilly Privacy Policy, as well as has been informed that the Privacy Policy may be unilaterally changed by Mobilly. Updated wording of the Privacy Policy shall be posted on the Mobilly website (www.mobilly.lv).

10.7. The Customer shall agree that Mobilly is entitled to record and save all the information (including phone conversations, without a prior notice) transferred during the course of use of the Mobilly services, and to register the activities performed by the Customer in the Electronic Money Account, and, if necessary, to use these entries for the justification and proving of the performed transactions.

10.8. The Customer shall be obliged to maintain updated identity data provided to the Mobilly, including contact details and address. In the case of changes, the Customer shall be obliged to notify Mobilly of any changes immediately. The Customer may register the changes in the Mobilly system or submit such to Mobilly in person.

11. AMENDMENTS TO AND TERMINATION OF THE CONTRACT

11.1. Mobilly shall be entitled to unilaterally amend this Contract. Mobilly shall notify the User of all the amendments to the Contract by publishing text of amendments to the Contract on the Mobilly website (www.mobilly.lv) two months before such amendments to the Contract enter into effect. If the Customer has not unilaterally withdrawn from the Contract and keeps using the Mobilly services after amendments to the Contract have entered into effect or if, from the day of entry of the amendments into effect, funds are deposited in the Electronic Money Account, it is to be considered that the Customer has accepted and agreed to the amendments to the Contract.

11.2. The Customer and Mobilly shall be entitled to unilaterally withdraw from the Contract, notifying the other Party thereof. If the Customer withdraws from the Contract, he/she shall be obliged to submit an application for repurchase of the funds deposited in the Electronic Money Account according to the procedures stipulated in this Contract.

11.3. If the Customer's Electronic Money Account balance is equal to zero or does not exceed € 1.50 (one euro, fifty cents), the Customer shall be entitled, by logging into his/her profile on the Mobilly website, apply for the electronic closure of the Electronic Money Account by sending Mobilly a request regarding the closing of the Electronic Money Account. When closing the Electronic Money Account electronically, the amount not exceeding €1.50 (one euro, fifty cents) shall be collected as a servicing charge of the Electronic Money Account. If the Electronic Money Account balance exceeds € 1.50 (one euro, fifty cents), the Electronic Money Account may be closed after the repurchase of electronic money according to the provisions of Clause 5.13 of the Contract.

11.4. This Contract is to be considered terminated as soon as the Electronic Money Account is closed, Mobilly and the Customer have made mutual settlements, and they have no mutual claims.

11.5. Mobilly shall be entitled to unilaterally suspend the provision of services to a Customer and terminate the Contract in the cases, where the Customer or his/her representative treats the employees of Mobilly in disrespectful or abusive manner or interferes with the operations of Mobilly in any other way. In this case, Mobilly shall notify the Customer of suspension of service provision, but the Customer shall have the duty to take required action (repurchase of Electronic Money, provision of information regarding the account which the money on the balance of the account must be transferred to, etc.) to recover the funds from the Electronic Money Account and close the Electronic Money Account within 2 (two) months.

12. APPLICABLE REGULATORY ENACTMENTS AND PROCEDURE FOR DISPUTE RESOLUTION

- 12.1. On all other matters not agreed in this Contract, the Parties shall follow the regulatory enactments of the Republic of Latvia, especially the norms of the Law on Payment Services and Electronic Money, the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing and the Consumer Rights Protection Law.
- 12.2. Any objections and claims with relation to the transactions of the Electronic Money Account and the mutual relations between the Customer and Mobilly during the performance of this Contract shall be resolved by means of mutual negotiation. If the Parties fail to reach a mutually acceptable solution, the dispute shall be transferred to the court for adjudication according to the regulatory enactments of the Republic of Latvia.
- 12.3. Mobilly shall inform the Customer that the operation of Mobilly as a licensed electronic money institution is supervised by the Bank of Latvia (website www.bank.lv). On matters related to the protection of rights of the Customer as a consumer, the supervising authority is the Consumer Rights Protection Centre (website: www.ptac.gov.lv).

13. FORCE MAJEURE

- 13.1. Mobilly shall not be liable for the losses caused by force majeure or similar circumstances, or unforeseen interruption of the operation of Mobilly.
- 13.2. Force majeure circumstances shall mean decisions or events of the public authorities, military action or terrorist activities, uprising or riots; interruptions in operation of postal services, automatic data processing, data transmission and operation of other electronic means of communication or power supply, which may not be controlled by Mobilly; automatic data processing mistakes or interruption or delay in services provided by Mobilly because of fire or other acts of God; industrial activities, for example, strikes, lockouts, boycotts and blockades, regardless of the participation of Mobilly.
- 13.3. Force majeure or any of the aforementioned circumstances shall entitle Mobilly to suspend the provision of its services until further notice.
- 13.4. Mobilly shall provide information on the occurrence of force majeure circumstances as soon as it is possible.

14. THE LANGUAGE TO BE USED

- 14.1. This Contract has been prepared and is available in Latvian.
- 14.2. All the mutual communication and contacts between the Customer and Mobilly will take place in Latvian.

15. ENTRY OF THE CONTRACT INTO EFFECT

- 15.1. This Contract shall enter into effect from the moment when Mobilly has received the Customer's consent to the provisions of this Contract by any of the means referred to in Clause 4.1.
- 15.2. By sending a registration text message JAUNS to 1859, calling 1859 or +317 22001859, registering in the Mobilly system using the mobile application or the Mobilly website (www.mobilly.lv), the Customer acknowledges that he/she has read this Contract and the terms and conditions of the Terms of Use of Mobilly Services, has fully understood the provisions of this Contract, unconditionally accepted, and undertakes to comply with them. The Customer acknowledges and agrees that this Contract (or further wordings thereof the Customer has agreed to) will be considered a written evidence to a legally concluded transaction, and will be effective as legal justification for dealing with mutual matters between the Customer and Mobilly, as well as may serve as evidence in mutual relations between the Customer and the Trader and Mobilly and the Trader.
- 15.3. The Contract has been concluded for an indefinite period of time.

16. MISCELLANEOUS

- 16.1. Purchase (issue), repurchase and remittances of Electronic Money are financial services, which are not subject to the requirements of distance contracts according to the regulatory enactments of Latvia.
- 16.2. Purchase of goods or services from the Trader by using the mobile phone are transactions subject to the requirements of distance contracts according to the regulatory enactments of Latvia. Information of the Customer on the information to be specified in a distance contract and the Customer's rights shall be the Trader's duty, and Mobilly shall not be liable for any lack of the information that should be specified for the consumers in the Trader's documents and offer. If the Customer wants to use his/her right of refusal or other rights stipulated in the regulatory enactments, the Customer shall be obliged to apply directly to the Trader. Mobilly shall undertake to cooperate with the Customer for the protection of his/her statutory rights to the extent possible.
- 16.3. Mobilly shall be entitled to transfer the duty of issue or repurchase of Electronic Money to its agent, receiving consent of the Bank of Latvia in advance. If Mobilly will use such agents, information on them will be published on the Mobilly website (www.mobilly.lv) and on the website of the Bank of Latvia (www.bank.lv), section "Market Participants". Other persons, except for legally appointed agents, shall not be entitled to issue or repurchase Electronic Money in any way.

Mobilly Electronic Money Account Opening and Servicing Contract / Contract wording effective as of 01.02.2023.