



MOBILLY ELECTRONIC CASH ACCOUNT OPENING AND SERVICING CONTRACT

Version 5

In force as of 01.02.2021

1. Terms and explanations used in the Contract

1.1. Mobilly electronic cash – electronic cash issued by Mobilly in exchange for actual money and serving as means of payment settlement between Mobilly's customers. Mobilly repurchases electronic cash in exchange for actual money. Nominal value of Mobilly electronic cash is euro and euro cents.

1.2. Electronic cash issue – operations performed by Mobilly where a sum of electronic cash corresponding of the actual money is transferred to Mobilly customer's electronic cash account.

1.3. Electronic cash repurchase – an operation performed by Mobilly where a sum of electronic cash is removed from Mobilly customer's electronic cash account and a sum of actual money corresponding to this cash is paid to the customer.

1.4. Mobilly electronic cash account – an account in Mobilly system identified by the customer's telephone number, operating pursuant to the procedure specified in this Contract, and used for accounting of Mobilly electronic cash transactions.

1.5. Customer – a natural person with an open Mobilly electronic cash account and at least one performed transaction with Mobilly electronic cash.

1.6. Customer identifier – unique identifier granted to the Customer by Mobilly, whereby the Customer is identified in Mobilly system.

1.7. Trader – a business operator that sells goods or provides services and receives funds via Mobilly for the sold goods or provided services.

1.8. Protest – challenging electronic cash transaction initiated by the Customer.

1.9. Price List – summary of Mobilly service prices and their calculation procedure. The Price List can be included in this Contract or in regulations of the particular services. In any case the Price List is an integral part of the Contract.

1.10. Mobilly – an authorized electronic money institution of the Republic of Latvia – sabiedrība ar ierobežotu atbildību Mobilly (*Limited Liability Company Mobilly*) (uniform registration No 40003654405, address: Dzirnavu iela 91, k-3, Riga, LV-1011), whose operations of an electronic cash issuer are supervised by the Financial and Capital Market Commission (Kungu iela 1, Riga, LV- 1050; tel. +371 67774800, e-mail: ftkk@ftkk.lv), and which is registered in the register of electronic cash institutions kept by the Financial and Capital Market Commission.

1.11. Mobilly system – a part of Mobilly web site (www.mobilly.lv) closed to public access where the Customer can inspect the condition of the Electronic cash account and performed transactions, as well as to give orders for emission of Electronic cash, its repurchase or transfer to a Trader or another customer. Mobilly system can be accessed only by an access user name and password issued to the Customer.

1.12. Personal ID – passport or identity card.

1.13. Banklink payment - an internet banking solution of Latvian banks whereby the Customer can settle payments to Mobilly directly from his or her bank account via a special online service.

2. Contract parties and its conclusion

2.1. This Contract is concluded between Mobilly and the Customer with means of distance communication. Mobilly invitation to conclude this Contract has been expressed publicly in Mobilly web site and Mobilly advertising materials by publishing an offer to become the Customer and this Contract. The Customer's unconditional consent to this Contract has been expressed, as soon as the Customer sends a text message from the mobile phone to number 1859, enters his or her telephone number in the mobile application, calls 1859 or (+371) 22001859, or registers as a customer in Mobilly web site. The mentioned operations are considered to be the Customer's unconditional consent to the publicly expressed offer by Mobilly. The Contract comes into force as of the moment when the Customer has consented to the Contract; but separate provisions of the Contract are applied after specific addition operations made by the Customer.

2.2. Mobilly accepts only such consent from the Customer to this Contract that has been expressed or recorder via telephone numbers of Latvian mobile operators (LMT, Tele2, Bite Latvia and virtual operator connections supported by these operators).

3. Subject of the Contract

3.1. Mobilly opens an electronic cash account for the Customer and issues (credits) Mobilly electronic cash in this account in exchange for the Customer's cash. Cash in the electronic cash account is the Customer's property, and the Customer can use this electronic cash for purchase of products or receipt of services from Traders who accept Mobilly electronic cash as payment, or transfer this electronic cash to another Mobilly client. On certain services, Mobilly can impose restrictions that can be removed when Mobilly decides so or the Customer additionally performs obligations determined by Mobilly.

3.2. Upon the Customer's application, Mobilly repurchases the electronic cash pursuant to the procedure specified in this Contract by paying cash to the Customer.

3.3. The Customer pays Mobilly the service fee specified in the Price List for the provided service.

4. Opening of Mobilly electronic cash account and identifying the Customer

4.1. The Customer sends Mobilly his or her consent to the Contract in any of the below manners:

4.1.1. by sending text message JAUNS to telephone number 1859;

4.1.2. by entering own telephone number in Mobilly mobile application;

4.1.3. by calling telephone number 1859 or (+371) 22001859 from one's mobile phone and registering with the help of Mobilly operator;

4.1.4. by registering in Mobilly web site (www.mobilly.lv).

4.2. As soon as Mobilly receives the registration application, the Customer is considered to have agreed to the Contract provisions and the Contract comes into force. Upon coming into force of the Contract, Mobilly opens an electronic cash account whose identifier (account No) is the Customer's mobile telephone number.

4.3. After opening the electronic cash account, Mobilly sends the Customer access data for Mobilly system (user name that is the User's mobile phone number and initial access password), to be used by the Customer to finish the registration in Mobilly system and be able to use the opened Electronic cash account.

4.5. Before the first use of the Electronic cash account, the Customer must provide the following information about him or her:

4.5.1. name and surname;

4.5.2. for residents of the Republic of Latvia – personal code;

4.5.3. for non-residents of the Republic of Latvia – date of birth and country of tax residence;

4.5.4. Mark the status of a politically exposed person;

4.5.5. Consent to the provisions of this Contract;

4.5.6. Data of the payment card or bank account;

4.5.7. Other data, if requested by Mobilly.

4.6. Mobilly informs the Customer that Mobilly must obtain the data provided in the previous Clause in compliance with requirements of regulatory enactments of the Republic of Latvia that regulate operations of financial institutions –Payment Service and Electronic Cash Law, and the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, and norms of law related to these laws.

4.7. The Customer agrees to provide additional data or documents requested by Mobilly, if they are needed under the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing and the norms of law related to this law.

4.8. If the Customer has opened an Electronic cash account for the benefit of another person and this other person uses the Electronic cash account, the Customer is obligated to immediately notify Mobilly, by calling at 1859 or (+371) 22001859 or sending Mobilly the identification data of the actual user of the Electronic cash account to e-mail address: info@mobilly.lv . Mobilly informs the Customer that in this case the other person will be considered to be the actual owner of the Electronic cash account - beneficial owner.

4.9. Mobilly and the Customer agree that Mobilly is entitled to verify the identification data indicated by the Customer in data registers and available databases. The Customer has been informed and agrees that Mobilly stores the Customer's provided data and results of Mobilly's inspections pursuant to the procedure determined in regulatory enactments of Latvia.

4.10. If the maximum balance (remainder) of the customer's Electronic cash account reaches or exceeds € 150 (one hundred fifty euro) for the first time or in case the Customer purchases the total electronic cash of € 150 (one hundred fifty euro) or more during a calendar month, Mobilly is entitled to claim and the Customer is obligated to provide his or her personal ID to Mobilly and Mobilly is entitled to copy it or prepare its transcript. At any time Mobilly can request that the Customer confirms the personal data provided during the registration upon purchase of electronic cash by a transfer from the account that has been opened on behalf of the Customer in a credit institution of Latvia, on condition that the received payment order contains the Customer's identification data.

4.11. If the turnover of the Electronic cash account (purchase or receipt of Electronic cash from another customer) during any 12 months amounts to € 2,500 (two thousand five hundred euro) and more, the Customer is obligated

upon Mobilly's request to produce a personal ID to Mobilly's representative and submit a document that confirms the Customer's actual address. Mobilly is entitled to copy the produced documents.

4.12. Upon submission of an application regarding repurchase of Mobilly electronic cash, the Customer is identified in person, and the Customer is obligated to produce a personal ID. If the Customer has not previously submitted a document to Mobilly regarding the Customer's place of residence, the Customer is obligated to submit a document that confirms the address of his or her place of residence. Mobilly is entitled to copy the produced documents.

4.13. If the Customer has not indicated or has indicated incorrect identity data, Mobilly is entitled to refuse to open the Electronic cash account or to stop account use.

4.14. The Customer agrees that in order to identify the Customer in Mobilly system and data to be provided to Traders, Mobilly can use an independently created Customer's identifier and does not object to transfer of this identifier to Traders. Upon the Customer's request, Mobilly undertakes to provide a statement that the created identifier belongs to the Customer.

4.15. During performance of requirements under the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, Mobilly is entitled to request and the Customer is obligated to provide information and documents about the essence and purpose of transactions, information and documents about the source of Customer's funds and welfare, information about the person who is the actual owner of the Electronic cash account or on whose behalf and in whose interests the transactions have been performed in the Electronic cash account, and other information that Mobilly is entitled to request pursuant to provision of norms of law.

5. Electronic cash

5.1. After opening the account, the Customer is entitled to purchase Mobilly's electronic cash for a prepayment. The Electronic cash is accounted for in the Electronic cash account opened for the Customer, and the Customer can verify the transactions in the account and condition of the Electronic cash account in Mobilly system.

5.2. The Customer purchases the Electronic cash in any of the below methods:

5.2.1. with a payment card issued by a credit institution or financial institution of the European Union, the European Economic Area and the Russian Federation manually entering information in Mobilly web site (www.mobilly.lv) section mans.mobilly.lv;

5.2.2. by attracting a payment card issued by a credit institution or financial institution of the European Union, the European Economic Area and the Russian Federation to the Electronic cash account in Mobilly web site (www.mobilly.lv) section mans.mobilly.lv. In this case, the Customer can choose a function when the Electronic cash account is credited automatically if the balance of the Electronic cash account falls below €3.50 (three euro fifty cents). It should be taken into account that in case the automatic payment is unsuccessful two times in a row (for example, the Customer's bank account has insufficient funds), this function has been stopped, and the Electronic cash account is not credited automatically anymore.

5.2.3. by using Mobilly's offered banklink payment connection from an account of a credit institution operating in Latvia.

5.2.4. by phone, calling Mobilly informative telephone numbers 1859 or (+371) 22001859, and giving one's identification data: name, surname, number of the payment card connected to the Electronic ash account, amount of cash whereby the Electronic cash account should be credited. If upon calling Mobilly the Customer refuses to provide any of his or her identification data, Mobilly is entitled to refuse from crediting the Electronic cash account.

5.3. The following limits have been specified for the account:

5.3.1. minimum purchase limit for electronic cash is €2.50 (two euro, 50 euro cents);

5.3.2. maximum purchase limit for electronic cash is €150 (one hundred fifty euro);

5.3.3. maximum allowed balance in the Electronic cash account is €150 (one hundred fifty euro).

5.4. If the Customer credits the Electronic cash account with a sum that exceeds the maximum crediting limit or if the account balance would exceed the allowed balance of the Electronic cash account after crediting, Mobilly is entitled not to accept the transfer performed by the Customer and return funds to the account wherefrom they have been paid.

5.5. If the Customer has purchased Electronic cash solely by a payment card and the turnover in the Electronic cash account amounts to or exceeds €100 (one hundred euro) during a calendar month, Mobilly is entitled to request a transaction of electronic cash purchase with an account opened in the Customer's name in a credit institution of Latvia or European Union (by banklink payment connection or upon an agreement on an alternative solution). Until the moment when the Customer purchases the Electronic cash with an account in the credit institution, Mobilly is entitled to refuse transactions of Electronic cash purchase with a payment card.

5.6. In the case specified in the previous Clause of the Contract, if the Customer cannot make a bank transfer or use banklink payment, the Customer can contact Mobilly Customer Service (by phone 1859 or (+371) 22001859, or info@mobilly.lv) and agree on an alternative solution.

5.7. The Customer can use the Electronic cash to pay for Traders' products or services. Products or services can be purchased in an actual sales point or the web. The Customer agrees with the Trader about regulations on product sales or service provision in person or expresses his or her consent to the transaction by means of distance communication. An order given by the Customer to Mobilly to make an Electronic cash transfer in favour of a Trader means that the Customer has agreed to the Trader's offer to conclude a transaction and is considered to be the Customer's unconditional consent to the Trader's offer.

5.8. Relationship between the Customer and Trader in purchase of products or services is regulated by their mutual agreement; therefore, the Customer and Trader are mutually responsible for application of regulatory enactments (taxes, distance contract requirements, requirements on protection of consumer rights, etc.) In this relationship, Mobilly is a financial intermediary whose obligations are limited by provision of financial services and precise transfer of the transaction information, therefore Mobilly is not responsible for the mutual transaction of the Customer and Trader and its regulations, unless Mobilly is directly involved in any part of the transaction.

5.9. The Customer is obligated to make the payment (Electronic cash transfer to the Trader) before receipt of the product or service or during it, unless the Trader has determined a different payment procedure. If a car park is used, the applied charge depends on the length of parking time; therefore, the Customer must observe Mobilly service use and payment regulations and also other Mobilly regulations for product and service use published in Mobilly site (www.mobilly.lv)

5.10. If the Customer pays for a service that depends on used time, Mobilly is entitled to debit (decrease the balance in the Electronic cash account) for the amount required for payment for the minimum time (step) of the service. If the Customer does not use the whole minimum time (step) of the service, the difference is not returned.

5.11. A product or service offered by the Trader is received and paid for with funds held in the Electronic cash account by sending a text message via special purpose solutions (mobile application) or by payment confirmation with the password granted by Mobilly in Mobilly web site (www.mobilly.lv) respectively.

5.12. The Customer is entitled to transfer Electronic cash to another Mobilly customer, who owns an Electronic cash account. The transfer occurs by sending a text message, using the special purpose solutions (mobile application) or

by payment confirmation with the password granted by Mobilly in compliance with the regulations indicated in the description for the respective service in Mobilly web site (www.mobilly.lv). The transferred amount must ensure that the recipient's balance in the Electronic cash account would not exceed €150 (one hundred fifty euro) after receipt of the funds. If the recipient's account balance exceeds €150 (one hundred fifty euro) after the transfer, Mobilly refuses the transaction and informs the Customer about the reasons for the refusal by an automatic notification received by the Customer as a SMS. It is possible that not all customers can use this service. To make the Electronic cash transfer, the Customer must be identified: Mobilly system must have the information specified in Clause 4.5 of this Contract regarding the Customer, as well as upon Mobilly's request a personal ID and address confirmation document must be produced. Mobilly is entitled to copy the produced documents.

5.13. The Customer is entitled to request that Mobilly repurchases the funds in the Electronic cash account. The funds in the Electronic cash account that do not exceed €250 (two hundred fifty euro) a year are repurchased by Mobilly on the basis of the Customer's written request to transfer the funds to the Customer's account in a credit institution. Mobilly repurchases the Electronic cash at its nominal value. Mobilly is entitled to apply a fee of 4% (four per cent) of the repurchased amount to repurchase of the Electronic cash, however, not less than €1.50 (one euro, fifty euro cents). Upon accepting the Customer's application, Mobilly identifies the Customer by his or her personal ID. If the data of the person who submitted the application do to correspond to the Customer's data indicated in Mobilly system, Mobilly is entitled to refuse revision of the application on repurchase of the Electronic cash and leave it without performance.

5.14. If the Customer wants to repurchase the funds in Mobilly Electronic cash account exceeding €250 (two hundred fifty euro) a year, or wants to receive the funds obtained as a result of the repurchase at a different payment instrument, Mobilly is entitled to claim and the Customer must provide additional information to Mobilly, including evidence about ownership of the payment instrument. In this case Mobilly can perform the repurchase order only to a payment card or bank account owned by the Customer himself. If the data of the person who submitted the application do to correspond to the Customer's data indicated in Mobilly system, or the Customer refuses to provide additional information to Mobilly, Mobilly is entitled to refuse revision of the application on repurchase of the Electronic cash and leave it without performance.

5.15. The Customer is not entitled to apply for repurchase of funds that the Customer has obtained during a campaign or lottery organised by Mobilly, if the Customer has not credited his or her Electronic cash account after receipt of funds in compliance with provisions of this Contract.

5.16. If the Customer does not perform a single transaction in the Electronic cash account for 12 (twelve) months, Mobilly is entitled to close the account. If the balance of the Electronic cash account is positive, then starting from the 13th (thirteenth) month a monthly servicing fee of €4.00 (four euro) is charged from the Customer for maintenance of the Electronic cash account, and the account is closed as soon as the balance reaches zero euro. If after closing the Electronic cash account, the Customer wants to use Mobilly services, the Customer must repeat the operations to open a new Electronic cash account.

6. Protests and complaints

6.1. The Customer is entitled to submit a protest (challenge a performed transaction) if the Customer has not authorised (allowed) an Electronic cash transaction and the transfer has been performed without the Customer's knowledge. Mobilly is obligated to assess the Customer's application within 10 (ten) business days and verify whether the disputed transaction has been performed by the Customer. If the Customer's protest is substantiated (the Customer has not given the order in person, by a text message from the mobile phone, via the mobile application or Mobilly web site and access codes), Mobilly returns the incorrectly (by mistake) debited funds to the Customer.

6.2. The Customer is entitled to submit a protest (challenge a performed transaction) if the Trader, who received the funds, acts unfairly (does not sell the product, fails to provide the service that has been paid for) or has fraudulently

appropriated the Customer's funds. In this case the Customer is obligated to contact the Trader at first, and to submit a complaint (request) about delivery of products or receipt of services, or return of funds. By submitting the protest to Mobilly, the Customer must simultaneously submit evidence that the Customer has claimed performance of contractual obligations from the Trader and the Trader failed to perform its obligations. If the Trader's lack of honesty is confirmed, Mobilly returns funds from the Trader's Electronic cash account to the Customer. The Customer must submit the protest specified in this Clause within 8 (eight) weeks at the latest after the transaction date. Provisions of this Clause do not apply to transfers of Electronic cash to other Mobilly customers.

6.3. If the Customer's Protest is not true and the Customer has ordered an Electronic cash transfer, or the Trader has performed its obligations towards the Customer, Mobilly debits a commission fee of €10 (ten euro) from the Customer's Electronic cash account for untrue Protest.

6.4. If Mobilly has returned Electronic cash funds to the Customer under a Protest, but the Trader proves that the transaction has occurred and meets the mutual agreement between the Customer and Trader, Mobilly debits the respective funds from the Customer's Electronic cash account and returns to the Trader, and debits a commission fee of €10 (ten euro) from the Customer's account for untrue Protest. If the Customer's Electronic cash account has insufficient funds for the amount to be returned to the Trader and the commission fee, Mobilly debits these funds from the Electronic cash account, as soon as it is possible, or starts a debt collection procedure.

6.5. The Customer is entitled to submit a complaint to Mobilly about Electronic cash payments. The customer can submit the complaint in person or by sending an e-mail to Mobilly: info@mobilly.lv. Mobilly informs the Customer that Mobilly has developed a procedure for revision of Customers' complaints and the complaints are reviewed in compliance with this procedure. Mobilly replies to complaints about operation of an electronic cash institution within 30 (thirty) days from the day when the complaint has been received. Information about the procedure on complaint submission and revision is available in Mobilly web site (www.mobilly.lv).

7. Access to the Electronic cash account and payment authorisation

7.1. In the system, the Customer is identified and Electronics cash transactions are authorised in the following manner:

7.1.1. By sending a text message from the Customer's telephone, whose number corresponds to the Customer's Electronic cash account identifier, registered in Mobilly system to telephone number 1859;

7.1.2. By sending a command from Mobilly mobile application where the customer authorises with a telephone number and password;

7.1.3. By authorising with a telephone number and password in Mobilly web site.

7.2. All payments, payment orders, orders, applications, agreements, and other declarations of intent submitted with the help of authorisation, specified in the previous Clause, are considered to be binding on the Customer and correspond to the Customer's freely expressed, clear and direct wish to perform the respective activities in Mobilly system.

7.3. The Customer undertakes to carefully store and protect Mobilly system access data from disclosure. The Customer must make all efforts to prevent unauthorised disclosure of the access data, as well as the Customer's mobile phone or its SIM card to third parties, as well as to prevent options of these third parties to perform unauthorised transactions or use the Electronic cash account.

7.4. The Customer agrees that in telephone communication Mobilly will identify the Customer by his or her telephone number, wherefrom the Customer calls (and by the issued password). The Customer undertakes to immediately notify Mobilly by phone 1859 or (+371) 22001859, if third parties had got access to the Customer's

access password, mobile phone or its SIM card, whereafter unauthorised operations could be performed with the Customer's account. The Customer takes all the required operations to change the Customer's access password.

7.5. The Customer is responsible for any losses, undertaken liabilities or other operations performed until the moment when Mobilly is warned about the cases mentioned in the previous Clause of the Contract, and during the time until Mobilly has blocked access to the Electronic cash account.

7.6. The Customer agrees that in case of losing the access data, mobile phone, its SIM card or their careless storage Mobilly is not responsible for any resulting consequences and possible losses.

7.7. If the Customer changes the mobile phone number registered in the System, he or she is obligated to close the opened Electronic cash account or transfer the account balance to a different account.

7.8. The Customer is obligated to register in Mobilly system by using only personal information and one's personal data. The Customer is responsible for correctness of data provided by him or her and registered in the System.

8. Costs of using the Electronic cash account (Price List)

8.1. Mobilly services are provided to the Customer free of charge, except the following cases:

8.1.1. If the Customer has not used the Account for 12 (twelve) months, then starting from the 13th (thirteenth) month a monthly Account servicing fee of €4.00 (four euro) is applied;

8.1.2. Upon repurchasing the Electronic cash in the Customer's account upon the Customer's order, Mobilly is entitled to apply a repurchase fee of 4% (four per cent) of the repurchased amount, however, not less than €1.50 (one euro, fifty euro cents);

8.1.3. The commission fee for a false protest is €10 (ten euro);

8.1.4. In other cases, wherefor Mobilly especially warns the Customer before the transaction or in its web site (www.mobilly.lv).

8.2. The Customer settles payments for products and services at the prices for the respective products or services specified by the Trader. If the Trader or Mobilly apply an additional charge, adds taxes or duties, Mobilly informs the Customer thereon in Mobilly web site (www.mobilly.lv) at the particular service description.

8.3. For text messages sent by the Customer via the Customer's mobile phone, the Customer pays to its mobile phone operator at the rates specified by the mobile phone operator.

8.4. The charge for a reply or warning message received by the Customer as a SMS from Mobilly is €0.11 (zero euro, eleven euro cents). It is charged from the Customer's Electronic cash account. Upon joining this Contract, the Customer agrees to the notification fee referred to in this clause.

8.5. A charge for the message received by the Customer as a SMS from Mobilly or as a push-notification in Mobilly mobile application, is 0.11 EUR. It is collected from the Customer's Electronic cash account. Upon joining this Contract, the Customer agrees to receive reminder and/or warning messages from Mobilly and agrees to messages fee referred to in this clause. The Customer cannot refuse to receive reminder and/or warning messages. The Customer can choose the frequency of receiving the reminder notification by making changes to his profile on the Mobilly website, in Mobilly mobile application or by calling the Mobilly information number 1859. The period can not be longer than 24 hours.

8.6. Responses, warning and informative notifications received by the Customer from Mobilly in the form of a *push notification*, are free of charge.

8.7. Together with Jūrmala entrance fee, the Customer pays Mobilly a financial transaction fee of €0.11 (zero euro, eleven euro cents). If the Customer chooses to make the payment at the expense of the mobile operator, the respective mobile operator shall determine its additional commission.

8.8. The fee for the automatic reminder of entering the city of Jūrmala for a Customer is EUR 0.50 (zero euro, fifty euro cents), incl. VAT 21%.

8.9. Other costs are specified in Mobilly Regulations for uses of services, which are published on Mobilly website (www.mobilly.lv).

9. Mobilly rights, obligations and liability

9.1. Upon receiving a text message from the Customer's registered mobile phone number or a command from mobile application, or the Customer's order in Mobilly web site (www.mobilly.lv) to make a payment to the Trader for a product or service or transfer the funds in the Customer's Electronic cash account to another Account in Mobilly system, Mobilly undertakes to fulfil the Customer's order and send the Electronic cash to the indicated addressee. Mobilly does not perform orders, if the Customer's Electronic cash account has insufficient funds for performance of the orders.

9.2. As soon as the Customer has sent the order by a text message from the registered mobile phone number or an order from the mobile application, or the Customer's order in Mobilly web site (www.mobilly.lv), it is considered to be an unconditional consent to transfer of the funds and is considered to be an authorisation of the Electronic cash payment. The text message commands are indicated in Mobilly web site (www.mobilly.lv), as well as Mobilly regulations for service use.

9.3. The Customer must ensure that the Electronic cash account contains sufficient funds for the payments. If the balance of funds is insufficient or if the information indicated in the Customer's order is insufficient, or if the payment amount exceeds the maximum or is less than the minimum payment limit, if specified, or if the payment order is not suitable for payments with the help of the System due to any other reason, Mobilly is entitled not to perform the payment. Mobilly is not responsible for losses or damage caused to the Customer in this regard.

9.4. Mobilly provides a report to the Customer regarding transactions performed in the Electronic cash account. The reports are available in Mobilly web site (www.mobilly.lv) after entry of the Customer's access data.

9.5. Mobilly is not responsible for the quality of the products and services offered by Traders. The Customer must bring all complaints about receipt, quality or compliance of the products or services with the contract provisions to the Traders of the products or services.

9.6. Mobilly is not responsible for prices of the products and services, their changes determined by the Traders. If possible, Mobilly places information about changes to prices in its web site (www.mobilly.lv).

9.7. If the balance of the Electronic cash account is less than the payment specified in this Contract for the automatic reminders and replies sent by Mobilly that the Customer receives as a SMS, Mobilly is entitled not to send them to the Customer.

9.8. Mobilly is not responsible for non-occurred transaction, non-received service or product due to a third-party fault, including, but not limited to technical problems of the mobile phone number operator.

9.9. If the Customer incurs losses as a result of Mobilly's unlawful activities, Mobilly covers direct losses caused to the Customer in relation to loss of Electronic cash funds from the Electronic cash account. The amount of compensation for losses is limited by the amount of funds in the Electronic cash account that existed in until the moment when the Customer incurred the losses.

9.10. Unilaterally, without a prior notification to the Customer, Mobilly is entitled to stop operation of the Electronic cash account if the Customer has violated provisions of this Contract or suspicion has occurred that the account was used illegally, unlawfully, fraudulently or for money laundering. In case of justified suspicion, Mobilly is entitled to terminate this Contract or close the Electronic cash account, as well as other accounts owned by the Customer, and to notify the competent state administration institutions.

9.11. In case an order has been submitted to repurchase Electronic cash, Mobilly is entitled to claim any information needed by Mobilly before performance of the order to identify the Customer and determine his or her relationship with the Electronic cash account. Mobilly preforms the order on repurchase of the Electronic cash and transfers funds only after Mobilly has verified the Customer's identity and the Customer's ownership of the Electronic cash account.

9.12. Upon performance of this Contract, Mobilly is entitled to process the Customer's personal data, obtain and store the Customer's personal ID and its copies, data of Customer's payment cards and current accounts, as well as other information that Mobilly needs and obtains to perform this Contract and regulatory enactments. The Customer has the option to verify Mobilly personal data processing registration at the electronic register of the Data State Inspectorate: <http://www.dvi.gov.lv>

9.13. Mobilly will process the Customer's data only to ensure qualitative and legal operation of the Contract and observe requirements of regulatory enactments of Latvia. Mobilly will not disclose these data to third parties without the Customer's written consent, except the cases specified in this Contract and regulatory enactments. Mobilly will ensure safe storage of the Customer's data.

9.14. Upon receiving the Customer's consent, Mobilly is entitled to inform the Customer by using the Customer's contact information available to Mobilly (telephone number, e-mail address, actual address) about changes, improvements and other issues related to Mobilly services. The consent given by the Customer is valid until its revocation.

9.15. Upon receiving the Customer's consent Mobilly is entitled in its own name to send commercial notifications to the Customer regarding Mobilly's services and beneficial offers. The consent given by the Customer to receive commercial notifications is valid until its revocation.

9.16. Mobilly is entitled to determine additional restrictions for purchase or transfer of Electronic cash by informing the customer at the respective service description in Mobilly web site (www.mobilly.lv).

10. Customer's rights, obligations and liability

10.1. The Customer is entitled to transfer the funds from the Electronic cash account that the Customer has obtained during a campaign or lottery organised by Mobilly to another recipient or to submit a repurchase order only in case the Customer has supplemented the Electronic cash account in compliance with provisions of this Contract after the campaign or lottery organised by Mobilly.

10.2. The Customer is responsible for precision of the information, including transfer order, provided to Mobilly, as well as for losses and damage caused due to provision of incorrect or insufficient information to Mobilly. Payment orders, instructions and applications are performed on the basis of information provided by the Customer. Mobilly is not obligated to ensure correctness or expansion of information incorrectly provided by the Customer.

10.3. The Customer agrees that upon entering this Contract he or she will observe all obligations determined in the Contract and is aware of all Mobilly's rights specified in this Contract. The text messages sent by Mobilly to the Customer are not considered to be a precondition for implementation of the Mobilly's rights or Customer's obligations specified in this Contract.

10.4. The Customer confirms and agrees that he or she has been warned that in case it is established that the Customer uses the Electronic cash account for fraudulent purposes, money laundering, terrorism financing or any other illegal operations, then Mobilly takes all the required activities that depend on Mobilly to ensure that the Contractor bears administrative or criminal liability in compliance with effective norms of law.

10.5. The Customer is obligated to follow the balance in the Customer's Electronic cash account. If the funds on the Customer's Electronic cash account are insufficient, Mobilly is entitled not to perform the Customer's orders and refuse approval of transactions. If the funds in the Electronic cash account have been spent during service provision, which is paid depending on the used time, provision of this service is stopped.

10.6. The Customer agrees that upon the Trader's reasonable request Mobilly is entitled to provide information about the transactions performed by the Customer in relation to payment of services provided by or products supplied by this Trader, as well as the Customer agrees that in case of necessity without a prior warning Mobilly is entitled to transfer information about the Customer's debt obligations towards Mobilly and the rights to collect the Customer's debts to third parties.

10.7. The Customer is informed that upon performance of this Contract, Mobilly is entitled to process the Customer's personal data, obtain and store the Customer's personal ID or its copies, data of Customer's payment cards and current accounts, as well as other information that Mobilly needs and obtains to perform this Contract and regulatory enactments. The Customer's data protection matters are regulated also by document "Privacy Policy". The Customer has inspected Mobilly Privacy Policy, as well as is aware that the Privacy Policy can be unilaterally changed by Mobilly and the updated wording of the Privacy Policy is pasted in Mobilly web site (www.mobilly.lv).

10.8. The Customer agrees that Mobilly is entitled to record and store all information (including telephone conversations without a prior warning) that has been transferred during enjoyment of Mobilly's services, and to register the activities performed by the Customer in the Electronic cash account, and, if needed, to use these records to substantiate and prove these transactions.

10.9. The Customer is obligated to maintain updated identity data provided to Mobilly, including the contact information and address. In case of changes the Customer is obligated to immediately inform Mobilly about the changes. The Customer can register the changes in Mobilly system or submit them to Mobilly in person.

11. Contract amendments and termination

11.1. Mobilly is entitled to unilaterally amend this Contract. Mobilly informs the User about amendments to the Contract by publishing the amended Contract text in Mobilly web site (www.mobilly.lv) two weeks before coming into force of the Contract amendments. If the Customer has not unilaterally withdrawn from the Contract and continues using Mobilly's services as of coming into force of the Contract amendments or if the Electronic cash account contains funds on the day when the amendments come into force, it is considered that the Customer has accepted the Contract amendments and has agreed to them.

11.2. The Customer and Mobilly are entitled to unilaterally withdraw from the Contract by notifying the other contracting party thereon. If the Customer withdraws from the Contract, he or she is obligated to submit an application on repurchase of the funds in the Electronic cash account pursuant to the procedure specified in this Contract.

11.3. If the balance in the Customer's Electronic cash account is zero or does not exceed €1.50 (one euro, fifty euro cents), upon logging in his or her profile at Mobilly web site the Customer is entitled to apply for closing the Electronic cash account, by sending a request to Mobilly to close the Electronic cash account. Upon closing the Electronic cash account electronically, the amount that does not exceed €1.50 (one euro, fifty euro cents) is charged as a servicing fee for the Electronic cash account. If the balance in the Electronic cash account exceeds €1.50 (one euro, fifty euro cents), the Electronic cash account can be closed upon repurchasing the electronic cash in compliance with Clause 5.13 of the Contract.

11.4. This Contract has been considered to be terminated when the Electronic cash account is closed and Mobilly and the Customer have mutually settled payments and they have no claims against each other.

12. Applicable norms of law and dispute settlement procedure

12.1. In all the other issues that have not been regulated in this Contract, the Parties follow norms of law of the Republic of Latvia, especially the norms of the Payment Service and Electronic Cash Law, the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, and the Consumer Rights Protection Law.

12.2. Any complaints and claims about transactions in the Electronic cash account and mutual relations between the Customer and Mobilly during performance of this Contract are solved in mutual bilateral negotiations. If the Parties cannot reach a mutually suitable solution, the dispute is transferred to a court for revision in compliance with regulatory enactments of the Republic of Latvia.

12.3. Mobilly informs the Customer that the operations of Mobilly as an authorized electronic cash institution are supervised by the Financial and Capital Market Commission (web site www.fktk.lv). In issues that are related to protection of the Customer's as the consumer's rights, the supervisory institution is the Consumer Rights Protection Centre (web site: www.ptac.gov.lv).

13. Force majeure

13.1. Mobilly is not responsible for losses that were caused as a result of force majeure or similar circumstances, or in case of unexpected interruption of Mobilly operations.

13.2. Force majeure circumstances are decisions or measures taken by state institutions, warfare or acts of terrorism, uprising or unrest; interruption in postal activities, automatic data processing, data transmission and other means of electronic communication, or supply of electricity that Mobilly cannot control; errors in automatic data processing or interruption or delays in provision of Mobilly's services due to fire or other natural disasters; industrial operations, for example, strikes, lockouts, boycotts and blockades, irrespective of Mobilly's participation in them.

13.3. Force majeure or any of the mentioned circumstances entitled Mobilly to stop provision of its services until further notice.

13.4. Mobilly informs about occurrence of force majeure as soon as possible.

14. Language to be used

14.1. This Contract has been prepared and is available in Latvian.

14.2. All mutual communication and correspondence between the Customer and Mobilly takes place in Latvian.

14.3. In the event of any discrepancy between the Latvian original version of the Contract and any foreign language translation, the Latvian version prevails.

15. Entry into force of the Contract

15.1. This Contract comes into force as of the moment when the Customer has been registered in Mobilly system and purchased Electronic cash. In the meaning of this Clause, purchase of Electronic cash is also a transfer of Electronic cash from a different Electronic cash account opened in Mobilly system.

15.2. By sending a registration text message JAUNS to 1859 from a phone, calling 1859 or +371 22001859, upon registration in Mobilly system with a mobile application or in Mobilly web site (www.mobilly.lv), the Customer confirms that he or she has read this Contract, has fully understood provisions of this Contract and has unconditionally accepted them and undertakes to perform them. The Customer confirms and agrees that this Contract (or its further wording that the Customer has agreed to) will be considered to be the written proof for a legally concluded transaction, and will be in force as a legal substantiation to solve mutual issues between the Customer and Mobilly, as well as serves as proof for mutual relations between the Customer and Trader and between Mobilly and Trader.

15.3. The Contract is concluded and is in force for an unlimited term.

16. Other provisions

16.1. Purchase (issue) of Electronic cash, repurchase and transfer are financial services that are subject to distance contract requirements under regulatory enactments of Latvia.

16.2. Purchases of products or services from the Trader by a mobile phone are transactions that are subject to distance contract requirements under regulatory enactments of Latvia. The Trader has the obligation to inform the Customer about information to be indicated in the distance contract and about the Customer's rights, and Mobilly is not responsible for lack of any information to be indicated to consumers in Trader's documents and offer. If the Customer wants to use the rights of refusal or other rights determined in regulatory enactments, the Customer must address the Trader directly. Mobilly undertakes to cooperate with the Customer within the scope of its abilities in order to protect its lawful rights.

16.3. Mobilly is entitled to transfer the obligation to issue electronic cash or repurchase it to its agent upon receiving a prior consent from the Financial and Capital Market Commission. If Mobilly uses such agents, information about them will be published in Mobilly web site (www.mobilly.lv) and the web site of the Financial and Capital Market Commission (www.fktk.lv), section "Tirgus dalībnieki" (Market Participants). Other persons, except the lawfully determined agents, are not entitled to issue or repurchase Mobilly Electronic cash in any manner.

Mobilly electronic cash account opening and servicing contract / Contract version in force as of 01.02.2021.