



MOBILLY PAYMENT SERVICE CONTRACT REGULATIONS

Version 8

In force as of 8 May, 2022

1. Contract terms and definitions

- 1.1. **Mobilly** – Sabiedrība ar ierobežotu atbildību Mobilly (*Limited Liability Company Mobilly*), uniform registration No 40003654405, who acts as an authorised electronic money institution with trade mark Mobilly.
- 1.2. **Merchant** – a business operator that sells goods or provides services and receives funds via Mobilly for the sold goods or provided services.
- 1.3. **Contract** – Mobilly payment service contract and these Mobilly payment service contract regulations (or their amendments in force or new wording).
- 1.4. **Regulations** – these Mobilly payment service contract regulations.
- 1.5. **Client** – an entity, that has concluded a Contract with Mobilly and whose data have been indicated in Clause 2 of the Contract.
- 1.6. **Credit limit** – amount granted by Mobilly, in which the Client and its Users can make transactions without prepayments.
- 1.7. **Payment account** – an account opened for the Client in Mobilly system that records the Client's payments (transactions) when purchasing the Merchant's products or services.
- 1.8. **User** – the mobile phone number linked with the Client's Payment account used for performance of transactions. The Client authorises the User to conclude transactions with Merchants on behalf of the Client.
- 1.9. **Mobilly System** – system maintained by Mobilly that records mutual transactions of the Clients, Merchants and Mobilly.
- 1.10. **Overdraft** - a service related to the Payment account, according to which Mobilly gives the Client the opportunity to use funds that exceed the balance of funds in the Client's Payment account.
- 1.11. **Identity document** – passport or identity card.
- 1.12. **Party, Parties** – Mobilly and the Client together or each of them separately.
- 1.13. **VAT** – value added tax.
- 1.14. **Mobilly Automatic** – type of Mobilly car park where the payment starts automatically when camera read the vehicle registration number. This type of car park charges is activated when individual Users add the particular vehicle number to the Payment account for payment.
- 1.15. **Agent** – a person acting in his own name, but in the interests of another person (*undisclosed agent* within the meaning of the Civil Law of Republic of Latvia).
- 1.16. **Website** – <http://www.mobilly.lv>

2. Opening a Payment account

- 2.1. The Payment account in Mobilly system is opened within one business day after coming into force of this Contract. The opened Payment account is not considered to be a current account or any other (credit, deposit, or similar) account, and the entries recorded in this account serve as the required and sufficient evidence for mutual transactions between the Client and the Merchant.
- 2.2. Before opening the Payment account, Mobilly is entitled to claim and the Client must provide data and documents that Mobilly needs to obtain as a financial institution under regulatory enactments of the Republic of Latvia.
- 2.3. If Mobilly selects to obtain the data needed to verify and check the Client's identity from third parties (Commercial Register, Lursoft data base, firmas.lv, State Revenue Service, Creditreform and other service providers), the Client confirms that it has no objections to Mobilly obtaining the data needed and their processing. Mobilly processes data in cases and pursuant to the procedures specified in regulatory enactments of the Republic of Latvia.
- 2.4. Each of the Parties, as reasonably possible, undertake to inform the persons whose personal data (*for example, persons who have been indicated as contact persons, representatives and others*) are transferred to the other Party that their personal data have been processed for this purpose, as well as informs about the name, contact information of the other Party, and possible purpose of using the transferred data, i.e., for performance of this Contract, as well as about the option to contact the respective Party to obtain additional information or enforce one's rights as a data subject. In addition, Mobilly indicates that the Client's contact persons and other persons whose data have been transferred to Mobilly can learn about Mobilly Privacy Policy at Website.
- 2.5. After conclusion of the Contract, upon receiving access data to the Payment account the Client (contact person) enters the Website and independently adds authorised Users by entering the required data. The Client's authorised Users are registered as the users of the Payment account, and the Client is responsible for the transactions performed by the Users and for updating the list of Users.
- 2.6. As soon as the Payment account is opened with an overdraft option or the Client has replenished the Payment account, the Client (its Users) is entitled to conclude transactions with Merchants in compliance with Contract provisions and special Mobilly or the Merchant's product or service regulations.
- 2.7. After conclusion of the Contract the Client is bound by and needs to comply with Regulations published on the Website.

3. Regulations and restrictions for use of the Payment account

- 3.1. The number of Users linked with the Payment account is not limited and the Client alone has the authority to determine the number of Users. Mobilly can restrict the Credit limit granted to the Client and/or Users/individual Users.
- 3.2. Mobilly can allow the Client to use a Payment account with an overdraft option that the Client and User can use for transactions and purchase of Merchants' products and services. The total Credit limit granted to the Client is the total amount of limits granted to all Users, and they are automatically restored after payment of the regular invoice. Mobilly is entitled to determine the maximum Credit limit for the Client; if the limit is exceeded, the Client's transactions can be restricted.
- 3.3. Mobilly can increase the Client's Credit limit and/or Credit limit for Users linked with the Payment account on the basis of the Client's written request, and after assessment of the Client's credit risk, solvency or reputation. In exceptional cases Mobilly can increase the Client's limit and/or the limit for Users linked with the Payment account also by phone. In this case only the person, who has been indicated as the contact person in Clause 2 of the Contract, and/or the Client's signatory can request changes to the limit by phone by giving one's data to the Mobilly employee. After changes to the limit, which have been requested by phone, the Client is obligated to send Mobilly also a written request within 3 (three) business days, otherwise Mobilly is entitled to cancel the Credit limit changes.
- 3.4. In cases the Client or the User has used the entire amount available in the Payment account or the whole granted Credit limit, Payment account in the system is automatically blocked and transactions are stopped. Mobilly is not obligated to supervise the Payment account, warn the Client or User about the status of the Payment account or reaching of the Credit limit or about the disconnecting of the Client or User from Mobilly system. At its own discretion, Mobilly can inform the Client or the User about use of the granted Credit limit or its expiry.
- 3.5. The Client itself is responsible for the User's expenditure within the amount paid into the Payment account or use of the total Credit limit granted to the Client. Mobilly does not supervise use of separate Users' limit or distribution of limits among the Users. The Users are obligated to independently agree on the use of funds within the amount available in the Payment account or within the scope of the total Credit limit granted to the Client.
- 3.6. Upon opening the Payment account, personal Mobilly electronic money accounts are automatically opened for the Client's Users, and the Users can use also personal funds in the Mobilly electronic money account for payment for the Merchant's products or services. In this case the Users themselves are responsible towards Mobilly and the Client for sending correct commands and use of correct accounts, as well as for observing the provisions of the Contract on Opening and Using Mobilly Electronic Money Account. The Client is obligated to inform the User about correct procedure of using the Payment account, and the Client and the User are jointly and severally responsible for use of the Payment account.
- 3.7. If the Client uses a Payment account with an overdraft option and Mobilly assigns the Client a Credit limit, which is considered a payment service, the following transaction limits are set for the Client's Payment account:
 - 3.7.1. Each individual User is assigned a transaction limit that does not exceed EUR 150 (one hundred and fifty euros) per month;
 - 3.7.2. For each individual User, the maximum possible balance is set, that does not exceed 150 EUR (one hundred and fifty euros);
 - 3.7.3. The total amount of the Client's transactions per month (i.e. the total amount of transactions performed by all Users) does not exceed EUR 3000 (three thousand euros).

4. Using a payment account with Overdraft

- 4.1. Mobilly can allow the Client to use a Payment account with an overdraft option and increase the amount of the Credit limit only in certain cases.
- 4.2. In the event that the Client wishes to use a Payment account with an overdraft option and receive a Credit limit amount that is greater than EUR 20 (twenty euros) per month:
 - 4.2.1. The Client must contact Mobilly by e-mail or by phone to clarify the possibility of using this service;
 - 4.2.2. After receiving the information mentioned in Clause 4.2.1 of the Regulations, Mobilly is entitled to request the Client to fill out the Application published on the Website for assigning or increasing the Mobilly Credit limit (Application) and to submit additional information and documents.
 - 4.2.3. Mobilly checks the data specified in the Client's Application in data registers and available databases, evaluates the information provided by the Client, verifies the Client's ability to pay and makes a decision on granting the Client a Credit limit. Mobilly confirms or rejects the Client's request by informing the Client by telephone or by sending information to the Client's e-mail address.
 - 4.2.4. Mobilly has the right to refuse the granting of a Credit limit to the Client or, after evaluating the Client's solvency, to offer a different amount of the Credit limit, informing the Client thereof, if the basis for the refusal to grant the Credit limit is information obtained by Mobilly in the debtors' database. In other cases, Mobilly is not obliged to justify its refusal to grant a Credit Limit.
- 4.3. If the Parties have agreed on the amount of the Credit limit in accordance with the procedures specified in this Contract, Mobilly ensures the availability of the Credit limit to the Client in the amount specified in Clause 3 of the Contract and the Client undertakes to comply with the limits of the Credit limit in accordance with the provisions of Clause 3 of these Regulations.
- 4.4. During the term of the Contract, Mobilly has the right to unilaterally reduce the amount of the Client's Credit limit specified in Clause 3 of the Contract, taking into account the Client's solvency, debt history and other criteria, informing the Client by sending information to the Client's e-mail address.
- 4.5. Clients who would like to exceed or have reached the limits of Payment account transactions specified in clause 3.7 of these Regulations and other clients may be subject to an additional research process, within the framework of which, the Client is obliged to submit additional information and documents to Mobilly, which are required in accordance with Republic of Latvia Law "On the Prevention of Money Laundering and Financing of Terrorism and Proliferation" and related legislation, namely:
 - 4.5.1. The Client must fill out and submit the "Mobilly legal entity questionnaire" (Questionnaire), which is published on the Website, from which additional information will be obtained about the Client's economic activity, sources of funds, politically significant persons and other necessary information;
 - 4.5.2. The Client must provide the Identity document(s) of the Client's representative(s), of which Mobilly is entitled to make copies or transcripts;

- 4.5.3. Mobilly has the right to check the identity data specified in the Questionnaire in data registers and available databases.
- 4.6. For the Client and/or User who has fulfilled the research requirements mentioned in clause 4.5 of these Regulations, the Payment account transaction limits specified in clause 3.7 of the Regulations will be removed or increased.
- 4.7. Mobilly informs the Client that the information specified in the previous paragraphs must be obtained by Mobilly in accordance with the requirements of the laws of the Republic of Latvia, which regulate the work of financial institutions - "Payment Services and Electronic Money Law" and "Law on the Prevention of Money Laundering and Financing of Terrorism and Proliferation" and other related legal acts.

5. Access data and their storage and use

- 5.1. As soon as the Payment account is opened, Mobilly prepares access data for the Client to Mobilly system administration functions: administrator's user name and access password. This data is sent by Mobilly to the Client's contact person indicated in Clause 2 of the Contract. The Client uses the access data on the Website. After the first use, the Client is obligated to change the password granted by Mobilly.
- 5.2. The Client's Users can obtain access to the transaction data recorded in the Mobilly system. The User's registration procedure is described on the Website. Using their access data in Mobilly system, the Users can get acquainted with their performed transactions and purchase services or products after replenishment of the Payment account or within the scope of the Credit limit, if such a limit is granted, specified for the Client in line with restrictions imposed by the Client's administrator.
- 5.3. A text message sent by the Client, command given in the mobile application or request authorised by a password with instructions about the transaction is considered to be the Client's freely expressed, clear and direct wish to perform the respective operations in the Payment account and is binding on the Client.
- 5.4. The Client is responsible for safe storage of the received access data. If the Client has transferred the Mobilly system access data to third parties, upon a written notification to Mobilly these persons are considered to be the Client's authorised representatives and are entitled to administer the Users or conclude transactions on behalf of the Client.
- 5.5. Upon performing transactions with a registered User's telephone, mobile application or via the Website, the Client:
- 5.5.1. confirms one's identity;
 - 5.5.2. confirms that a Client's authorised representative has accessed the Payment account in Mobilly system;
 - 5.5.3. agrees that entry of the access data required in Mobilly system is considered to be a signature of the Client's authorised representative;
 - 5.5.4. agrees that all further payments (transactions), submitted orders, applications, contracts and other documents and activities are considered to be binding to the Client.
- 5.6. The Client undertakes to carefully store and protect the Client's access password from disclosure. The Client must make all the efforts to prevent unauthorised disclosure of the access passwords, as well as the User's mobile phone or its SIM card to third parties, in order to prevent these third parties from performing unauthorised transactions or use the Payment account.
- 5.7. The Client undertakes to immediately notify Mobilly, if third parties has gained access to the Client's password, mobile phone or its SIM card, whereafter unauthorised operations could be performed with the Payment account. The Client itself undertakes to perform all the required activities to change the Client's password on the Website or by contacting Mobilly. Notifications are submitted by phone 1859 on business days from 8.00 to 20.00 and on Saturdays from 9.00 to 17.00.
- 5.8. The Client is responsible for any losses, undertaken liabilities or other operations performed until the moment when Mobilly is warned about the cases mentioned in the Clause 5.7. of these Regulations, and during the time needed by Mobilly to block access to the Payment account or to block the particular User.
- 5.9. The Client agrees that in case of losing the access passwords, mobile phone, its SIM card or in case of their careless storage, Mobilly is not responsible for any resulting consequences and possible losses.

6. Description of services and products provided by the Merchants

- 6.1. Before purchase of products or services, the Client and every User who uses the Payment account is obligated to get acquainted with the Merchant's regulations for purchase or receipt of products or services that can be published at the moment of product sale or service provision or on the Website, as well as with the Regulations and other requirements indicated on the Website in the section "Contracts and Regulations".
- 6.2. The sent text message, mobile application command or order given on the Website by the Client or User for purchase of the Merchant's products or services is considered to be the approval that the Client and User have got acquainted with the Merchant's regulations or the Regulations for purchase and receipt of products or services and they fully agree with them. At the moment of sending the command, an agreement is considered to be concluded between the Client and the Merchant for purchase of products or receipt of services.
- 6.3. The Users are obligated to make the payment (Electronic money transfer to the Merchant) before receipt of the product or service or during it, unless the Merchant has determined a different payment procedure. In case of payment for car parking, the applicable payment amount depends on the used time; therefore, the User must start the payment immediately as soon as the car is parked in the car park and stop the payment when the car leaves the car park. Upon starting and stopping the payment, the User must be next to the car. The User is obligated to make sure that the payment has been made or that payment for a long-term service has been activated and continues (has not been automatically stopped due to lack of funds). Mobilly is not responsible for any losses if due to carelessness, negligence or omission of activity the User or Client has failed to make sure that the payment for the product or service has been made.
- 6.4. As soon as the Client's or User's command for the transaction has been recorded in Mobilly system, the Client is obligated to pay for the Merchant's product or service. Pursuant to the procedure specified in this Contract, the Client settles payments for the invoices prepared by Mobilly. Mobilly independently distributes the funds, which have been received from the Client for the Mobilly payment service contract regulations / Wording of the regulations in force as of 08.05.2022

- Merchants, and settles payments with the Merchants on behalf of the Client as an Agent. The Credit limit if it was granted to and used by the Client is restored in the initially granted amount, as soon as the Client has paid for the invoices prepared by Mobilly.
- 6.5. The Client and its Users on behalf of the Client are entitled to purchase products or services from all Merchants with whom Mobilly cooperates. A full list of these Merchants has been published on the Website. The Client confirms and agrees that Mobilly is the Agent of these Merchants for recording of transactions and payment settlement with the Merchant.
 - 6.6. The Client can limit the User's rights to purchase products or services, by independently determining these limitations on the Website.
 - 6.7. If the Client has restricted the time when its Users can pay for the services, however, after reaching this time any one of the Users is still paying for Mobilly Automatic Zone, in this exceptional case, the User is still allowed to complete Mobilly Automatic payment (transaction) even after the restricted time has started.
 - 6.8. As of the moment when the Client or User has sent a command to perform a payment (transaction) and this command has been registered in Mobilly system a legal transaction has been concluded between the Client and Merchant; therefore, all complaints for receipt of a product or service, quality, delivery etc. are submitted by the Client directly to the Merchant. The Client agrees that Mobilly is not liable for the form, type, quality, supply, receipt etc. of the products or services, except where due to Mobilly's fault the Merchant was not informed about the Client's consent to the transaction.
 - 6.9. This Contract has been concluded between Mobilly and a business operator, who is not considered to be a consumer within the meaning of Latvian regulatory enactments; therefore, the Parties' relationship within the framework of this Contract is not subject to rights of withdrawal from a distance contract determined in the Consumer Rights Protection Law of Republic of Latvia. The Client must agree with the Merchant about any changes to the transaction regulations. An agreement between the Client and the Merchant do not affect provisions of these Regulations, and the Client is obligated to settle payments in compliance with the invoices issued by Mobilly. If the Client and Merchant agree on return of the paid funds, this payment settlement occurs between the Client and the Merchant, not affecting Mobilly. The Client is not entitled to claim return of funds or compensation from the Merchant for any of the performed transactions, unless the Client has previously settled payments for the invoices prepared by Mobilly.
 - 6.10. The products or services offered by the Merchant are received and paid for through the Payment account by sending a text message from a mobile telephone number registered in the Republic of Latvia, by submitting a command in the mobile application or performing an authorised transaction on the internet, irrespective of the mobile operator, in compliance with the regulations specified on the Website.
 - 6.11. Mobilly is entitled at its own discretion to change the list of Merchants, supplement it or change the special conditions for the Merchants, as well as it is entitled to change the orders and commands for transaction initiation, including the regulations on submission of the commands. Mobilly can inform the Client about the changes by sending an electronic notification to the e-mail address indicated in the Contract, but the Client is still obligated to independently get acquainted with the Regulations and changes on the Website. The Client is obligated to independently inform the Users about changes to the Regulations.

7. Costs

- 7.1. Other costs that the Client is subjected to when making settling with the Merchants, are specified in Mobilly payment service Use Regulations published on the Website.

8. Payment settlement procedure

- 8.1. The price for the product or service is determined by the Merchant. Mobilly is entitled to add a transaction fee, payment for Mobilly additional services and other fees, or duties, or taxes specified in regulatory enactments, to the price determined by the Merchant. When reporting to the Client, in the transaction report Mobilly separately indicates the price for Merchant's products or services, Mobilly fees and payments, and taxes or duties.
- 8.2. The Client undertakes to independently monitor the status of the Payment account and to replenish it as necessary and not to exceed the monthly Credit limit. If the Credit limit has been exceeded, Mobilly is entitled to stop provision of its services to the Client and block payment options between the Client and the Merchant. If the Credit limit has been exceeded during service provision, which is paid depending on the used time, provision of this service is stopped. The Client confirms it is informed that in relation to certain products and/or services, such as Mobilly Automatic zone, Jūrmala city pass, etc. the Credit limit available to the Client can be increased automatically.
- 8.3. No later than the third business day of each month, Mobilly prepares payment notification, Merchants' invoices or Mobilly invoice that the Client pays Mobilly for the transactions concluded during the previous calendar month. Mobilly and Client agree that the invoice drafted by Mobilly or Merchants' invoices are submitted electronically and they are considered to be valid without a signature. Mobilly sends the invoices to the Client's contact person e-mail indicated in Clause 2 of the Contract.
- 8.4. By the 10th (tenth) date of each month, unless the Parties have agreed on a different term, the Client must pay Mobilly its issued invoice which has been attached to the Payment account statement and is also available on the Website, section "E-rēķini" (E-invoice). After settlement of the invoice, Mobilly can restore the Client's Credit limit, if such has been granted.
- 8.5. If the Client fails to pay within the term specified in the Clause 8.4. of these Regulations, Mobilly is entitled to apply a contractual penalty of 0.1% (zero point one per cent) of the outstanding amount for each day of delay, however, not exceeding 10% (ten per cent) of the total invoice amount. Payment of the contractual penalty does not release the Client from fulfilment of its obligations.
- 8.6. Mobilly is entitled to stop provision of services to the Client, if the Client fails to perform the obligations set in the Clause 8.4 of these Regulations, and reduce the Credit limit to EUR 0,00 (zero euros), in case the Client has failed to perform the said obligations for more than 90 (ninety) days.

- 8.7. Any amount credited to the Client's Payment account by replenishing, is at first used to settle the outstanding interest, thereafter the negative balance of the account, settlement of the contractual penalty, and the balance after payment of the contractual penalty is used to increase the Credit limit, if it has been granted.
- 8.8. Mobilly is entitled to pay the Merchant on behalf of the Client for the products or services purchased by the Client, but in this case all Merchant's rights to claim the Client are transferred to Mobilly. This transfer of claim rights is regulated by the Republic of Latvia Civil Law that determine assignment of claim rights. In this case Mobilly is entitled to perform all the required actions to collect the debt and enforce Client's payments towards Mobilly, likewise Mobilly is entitled to transfer the Client's data and documents confirming transactions, and information to third parties for collection, to provide the indebted Client's data for inclusion in debtors' data bases, etc.

9. Mobilly rights, obligations and liability

- 9.1. Mobilly undertakes to record a transaction in the Payment account upon receiving a text message or authorised request from the Client or User, unless a technical error has occurred due to a third party, and to inform the Merchant that the Client has made the payment.
- 9.2. If the available Credit limit or the information included in the text message sent by the User is insufficient, Mobilly is entitled to reject the transaction. Mobilly is not responsible for losses or damage caused to the Client in this regard.
- 9.3. Mobilly provides a report to the Client regarding transactions performed in the Payment account. The report is available on the Website after the Client enters the access data.
- 9.4. Mobilly is not responsible for the quality of the products and services offered by the Merchant. The Client must bring all complaints about receipt, quality or compliance of the products or services with the contract provisions to the Merchant.
- 9.5. Mobilly is not responsible for the prices of products and services set by the Merchant, their changes and notifying the Client about the price changes.
- 9.6. In the event that damages are caused to the Client as a result of Mobilly's unlawful action, inaction or wilful negligence, Mobilly shall only compensate direct losses caused by Mobilly's fault. The amount of compensation for damages is limited to the amount of the total Credit limit granted to the Client, which existed at the time when the damages were incurred.
- 9.7. Mobilly is entitled to stop or restrict the Client's operation in the system if the Client has not provided data and documents upon Mobilly's request that Mobilly as a financial institution must obtain under regulatory enactments of the Republic of Latvia.
- 9.8. Without a prior notification to the Client, Mobilly is entitled to unilaterally stop the Client's operations in the system, if a reasonable cause has occurred for suspicion that the system is being used unlawfully, illegally, fraudulently or for money laundering, until the moment when Mobilly has fully confirmed the contrary. If the above information is confirmed, Mobilly is entitled to unilaterally, without a prior warning to the Client, decide on closing of the Payment account or other activities, if such are required by competent institutions of state administration, investigation institutions or court.
- 9.9. The Client agrees that Mobilly is entitled to provide information to the Merchant about the Client's transaction in relation to payment for services provided by or products supplied by the Merchant.
- 9.10. The Client agrees that Mobilly is entitled to transfer information about the Client's debt liabilities towards Mobilly, as well as rights to collect the Client's debts to third parties.

10. Client's rights, obligations and liability

- 10.1. The Client is responsible for precision of the information, including transaction order, provided to Mobilly and 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 Client. Mobilly is not obligated to verify or add the information provided by the Client and to correct or supplement the information provided by the Client.
- 10.2. The Client is responsible for compliance with and performance of the Regulations and Merchants' product sales and service provision regulations. Before entering the transaction, the Client must independently inspect the special regulations indicated on the Website for the particular Merchant, as well as the Merchant's product sales or service provision regulations that could be displayed at product sales or service provision places or published in the respective Merchants' website or advertising materials and information booklets.
- 10.3. The Client is responsible for the correctness, completeness and accuracy of the information mentioned in the Application, the Questionnaire and the documents attached to it.
- 10.4. The Client is obligated to immediately notify Mobilly about any changes in relation to the Client's responsible person and communication data indicated in Clause 2 of the Contract.
- 10.5. The Client is obligated to keep updating its list of Users. Mobilly is not responsible for the transactions performed by the Users if the Client has not updated the list of Users and the User has performed a transaction, which is not authorised by the Client.
- 10.6. The Client must ensure that the funds available in the Payment account is sufficient for the payments (transactions) performed by the Client and Users.
- 10.7. Immediately after receipt of the access data, the Client must change the settings that determine the products or services available to the Client and can be found after entering the Client's identification data on the Website.
- 10.8. The Client is responsible for transactions performed by the Users, and after sending the command on transaction initiation the transaction cannot be revoked. A transaction on providing services that are paid for depending on the used time can be stopped, but it cannot be revoked. The Client is not entitled to claim revocation of a transaction or return of funds (increase of limit) if the transaction has been performed according to these Regulations, unless Mobilly has permitted this transaction due to negligence or ill-intentioned omission of activities. If the Client wants to revoke a transaction, it needs to agree directly with the Merchant about revocation of the transaction or alternative performance of the obligations undertaken.

11. Coming into force, validity and changes to the Contract

- 11.1. The Contract comes into force on the following business day, as soon as the Parties have mutually signed the Contract. If the Parties sign this Contract electronically by a safe electronic signature recognised in Latvia, the latest date indicated in the time stamp is considered to be the date of signing.
- 11.2. The Contract has been entered into and is in force for an unlimited term, unless the Parties have agreed on a different term.
- 11.3. Any of the Parties is entitled to unilaterally withdraw from the Contract by informing the other party thereof in writing 30 (thirty) calendar days in advance.
- 11.4. If Mobilly amends the Regulations pursuant to the procedure determined in this section and the Client does not agree to the new changes, the Client can withdraw from the Contract as of the day when the new wording of the Regulations comes into force. The Client notifies Mobilly in writing about withdrawing from the Contract.
- 11.5. If any of the Parties withdraws from the Contract (the Contract is terminated), the Client is obligated to settle payments with Mobilly in compliance with the invoice prepared by Mobilly. If the Client has additionally credited the Payment account, Mobilly deducts the amount of used limit from the funds additionally paid by the Client (performs a set-off), but the balance is transferred to the Client's account where these funds were received from.
- 11.6. Mobilly is entitled to immediately unilaterally withdraw from the Contract in case the Client delays performance of liabilities in compliance with invoices prepared by Mobilly for more than 15 (fifteen) calendar days.
- 11.7. The updated version of these Regulation is published on the Website, and the Client is obligated to get acquainted with these Regulations and to follow them.
- 11.8. The Client and Mobilly agree that Mobilly is entitled to unilaterally amend these Regulations and by publish the new wording of the Regulations on the Website at least 2 (two) weeks before coming into force of the changes. The Client is obligated to get acquainted with the amendments to the Regulations. If the Client keeps using Mobilly payment services after coming into force of the new wording of the Regulations, the Client is considered to have agreed to and accepted the Regulations, otherwise the Client must inform about the withdrawal from the Contract pursuant to the procedure specified in this section.
- 11.9. In the event of any discrepancy between the Latvian wording of the Contract and any foreign language translation, the Latvian wording prevails.

12. Procedure to solve complaints and disputes

- 12.1. Any complaints and claims with regard to the payments or orders must be submitted to Mobilly immediately or by the end of the current month after the transaction date at the latest.
- 12.2. Any complaints and claims regarding services, applications and agreements, must be submitted to Mobilly immediately in writing or within 90 (ninety) calendar days after the transaction date at the latest.
- 12.3. Mobilly reviews the submitted complaint and provides a response within 30 (thirty) days after the day when the complaint was received. If Mobilly detects that a complaint concerns Merchant's products or services and does not affect Mobilly payment services to the Client, this complaint is transferred to the respective Merchant, wherefor the Client is notified. In these cases further communication in relation to the complaint is performed between the Client and the Merchant.
- 12.4. The Client confirms that it is aware of the fact that the obligations of Mobilly as a financial institution specified in the Agreement are monitored by the Financial and Capital Market Commission.
- 12.5. All disputes that arise from the Contract and cannot be solved in mutual negotiations are reviewed in a court of the Republic of Latvia.
- 12.6. Regulative enactments of the Republic of Latvia apply to the Contract.
- 12.7. The Contract has been concluded between Mobilly and a business operator, who is not considered to be a consumer within the meaning of Latvian regulatory enactments; therefore, it is not subject to requirements of consumer right protection determined in the Consumer Rights Protection Law of Republic of Latvia.

13. Force majeure

- 13.1. None of the Parties is 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. Mobilly is not responsible for non-occurred transaction with the Client's funds, non-received service or product due to a third-party fault, including, but not limited to technical problems of the mobile phone operator.
- 13.3. Force majeure circumstances are decisions or measures taken by state institutions, warfare or acts of terrorism, uprising or unrest; pandemic; 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.
- 13.4. Force majeure or any of the mentioned circumstances entitles Mobilly to stop provision of its services until further notice.
- 13.5. The Parties inform each other about occurrence of force majeure as soon as possible.

/The Regulations form an integral part of Mobilly payment service contract. Mobilly payment service contract consists of Mobilly payment service contract and these Mobilly payment service contract regulations./