

# SIA Mobilly REGULATIONS FOR USE OF SERVICES

#### 1. USED TERMS AND THEIR EXPLANATION

**Mobilly** – Sabiedrība ar ierobežotu atbildību Mobilly (*Limited Liability Company Mobilly*), uniform registration No 40003654405, who acts as an electronic money institution with trade mark Mobilly.

Regulations - Mobilly service use regulations.

**Mobilly mobile application** - is a application that operates on smartphones, tablets, e-readers and other devices. The applications operate independently from other devices or systems. The official version Mobilly application is available here:

**Android:** <u>https://play.google.com/store/apps/details?id=lv.mobilly.android</u> **iPhone:** <u>https://itunes.apple.com/lv/app/mobilly/id511847269</u>

**Mobilly system** - a part of Mobilly web site closed to public access where the Customer can inspect the condition of his or her Mobilly account and performed transactions. The Customer can access Mobilly system by an access user name and password issued to the Customer.

**Mobilly account** – an account in Mobilly system identified by the Customer's telephone number and used for accounting of Mobilly electronic cash transactions.

**Mobilly operating account** – an account in Mobilly system opened for the customer - legal entity, where the Customer's transactions are recorded.

Contract - Mobilly electronic cash account opening and servicing contract.

**Paid car park** – a territory that has been especially created and equipped for parking of vehicles, this territory can be either a private property or a territory held by municipality.

**Mobilly customer** – a natural person who has entered in a contract with Mobilly and who has an open Mobilly electronic cash account or a legal entity who has entered into a contract with Mobilly and who has an open operating account.

Authorised manager of the paid car park – is the owner of the land and objects who owns or holds the paid car park territory or authorised representatives of these persons, who are authorised to install, maintain, manage the paid car park and to control compliance with the regulations on use of the paid car park.

Web site – web site with address <a href="http://www.mobilly.lv">http://www.mobilly.lv</a>

## 2. GENERAL PROVISIONS

- 2.1. These Regulations provide for a procedure how to use and pay for Mobilly services, also, paid car park, Jūrmala daily entrance fees, bus and train tickets, taxi services and other Mobilly services.
- 2.2. These Regulations are mandatory for all Mobilly customers who use Mobilly services. Mobilly customer fully agrees to these Regulations and is bound by them as from the moment when he or she enters into the Contract with Mobilly and starts paying for Mobilly services.
- 2.3. These Regulations have been issued in line with Riga City Municipality binding regulations No 206 on management and use of paid car parks and internal regulations of other Authorised managers of paid car parks.
- 2.4. Mobilly customers are bound by internal usage regulations of the Managers of paid car parks. In case these regulations are not observed, Mobilly does not undertake any responsibility.

## 3. CUSTOMER REGISTRATION IN MOBILLY SYSTEM

3.1. If Mobilly customer, being a natural person, wants to use Mobilly services, the person must open a Mobilly electronic cash account and conclude a Contract with Mobilly. The Contract is published here: <u>https://mobilly.lv/en/documents/mobilly-electronic-money-account-opening-and-maintenance-contract/</u>

3.2. Mobilly account can be opened: a) by calling 1859 or (+371) 22001859 from a mobile phone and registering at Mobilly operator; b) by sending text message JAUNS to phone 1859; c) by sending registration command in Mobilly mobile application; d) by registering in Mobilly web site. Mobilly business hours: on business days: 8.00–20.00, on Saturdays: 9.00–17.00.

3.3. 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.

3. 4. Mobilly account is opened free of charge.

3.5. To start paying for Mobilly services, Mobilly customer must credit Mobilly account as follows: a) by adding his or her bank card to Mobilly account in Mobilly web site or Mobilly application; b) by adding his or her bank card to Mobilly account, by calling Mobilly informative phone 1859 and giving the bank card number, validity term and amount of credit; or c) at Mobilly web site by internet bank (banklink).

3.6. **Only** payment cards issued by credit and financial institutions of the European Union, the European Economic Area and the Russian Federation can be added to Mobilly account.

3.7. The Customer can access and follow Mobilly account in Mobilly web site, by entering own phone number and password, as well as in Mobilly application.

3.8. When using Mobilly mobile application, the Customer must update Mobilly mobile application and keep the updated version of Mobilly application. It should be taken into account that the old versions of Mobilly mobile applications cannot support some functions and processes.

3.9. If Mobilly Customer, being a legal entity, wants to use Mobilly services, then the person must open Mobilly operating account and conclude a Contract with Mobilly. Mobilly service contract and contract provisions are available here: <a href="https://mobilly.lv/en/documents/mobilly\_service\_contract\_regulations\_corporate/">https://mobilly.lv/en/documents/mobilly\_service</a> contract regulations corporate/

3.10. A contract is concluded with Mobilly Customer, being a legal entity, in writing or electronically with a safe electronic signature. Mobilly informs the Mobilly Customer, a legal entity, that under regulatory enactments of Latvia, Mobilly is a participant of the financial and capital market; therefore, before opening the operating account Mobilly is entitled to request documents from the legal entity, if provided in regulatory enactments of Latvia.

3.11. Upon concluding the contract, Mobilly Customer, a legal entity, submits Mobilly a list of users who would use Mobilly services in the name of Mobilly customer, a legal entity.

#### 4. CREDITING MOBILLY ACCOUNT AND COSTS OF USE

- 4.1. After registration in Mobilly system, Mobilly customer must credit Mobilly account.
- 4.2. Mobilly account can be credited, as follows:
- 4.2.1. By calling Mobilly phone 1859;
- 4.2.2. By text message TOP X to 1859 (replace X by the desired credit amount);
- 4.2.3. By a payment card (Visa, Visa Electron or MasterCard);
- 4.2.4. In Mobilly mobile application Mans.mobilly.lv by Swedbank, Luminor, PNB, and SEB internet bank connection.
- 4.3. The Customer can activate the automatic Mobilly account crediting, by calling 1859. The automatic crediting uses funds from the added payment card, if the balance in Mobilly account is less than 3.50 EUR. 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), the automatic payment will be deactivated, and Mobilly account will not credited automatically.
- 4.4. Minimum amount to credit Mobilly account is 2.50 EUR (two euro, 50 cents).
- 4.5. Maximum amount to credit Mobilly account is 150.00 EUR (one hundred fifty euro, and 00 cents).
- 4.6. Maximum allowed balance of Mobilly account is 150.00 EUR (one hundred fifty euro, and 00 cents).

#### 4.7. Mobilly service costs (Pricelist):

- 4.7.1. Mobilly account is opened and maintained free of charge.
- 4.7.2. Service and product prices, when paid by Mobilly, are equal to the service providers' prices.
- 4.7.3. A charge for the text messages sent by the Customer to Mobilly can be applied by mobile operator depending on the Customer's tariff plan. The fee is added to the Customer's mobile phone operator's invoice (some connections do not charge for this service).

- 4.7.4. A charge for the reply message received by the Customer, a natural person, as a SMS from Mobilly, is 0.11 EUR. It is collected from the Customer's Mobilly account. The Customer cannot refuse from this service when the Customer makes payment for services and goods by SMS.
- 4.7.5. A charge for the reminder message received by the Customer, a natural person, as a SMS from Mobilly, is 0.11 EUR. It is collected from the Customer's Mobilly account. The Customer cannot refuse from this service. The Customer may choose the period of receipt of this service by changing settings in his/her profile in Mobilly web site or by calling Mobilly phone 1859. The period can not be longer than 24 hours.
- 4.7.6. The alert and informative message received by the Customer, a natural person as a SMS from Mobilly, is free of charge. The content of these messages may be, for example, an insufficient balance, incorrect information, etc.
- 4.7.7. Together with Jūrmala entrance fee, the Customer, a natural person, pays Mobilly a financial transaction fee of 0.11 EUR (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.
- 4.7.8. The fee for the reply service received by the Customer, legal entity, from Mobilly as a SMS, is 0.11 EUR, in addition to the determined fee, the VAT is paid in compliance with the effective tax rate in the Republic of Latvia. The Customer, legal entity, cannot waive this service. By sending an application to Mobilly e-mail: info@mobilly.lv the Customer, legal entity, may choose the period of receipt of this service. The period can not be longer than 24 hours.
- 4.7.9. Together with Jūrmala entrance fee, the Customer, a legal entity, pays Mobilly a financial transaction fee of € 0.13 (zero euro, thirteen euro cents), including VAT 21%.
- 4.7.10. The fee for the automatic reminder of entering the city of Jurmala for a Client (natural person ) is EUR 0.50 (zero euro, fifty euro cents), incl. VAT 21%.
- 4.7.11. Mobilly fee for each of the Customer's, legal entity, users' automatically initiated Jūrmala entry pass payments is set at EUR 0.90 (zero euros, ninety cents). In addition to the stipulated Mobilly fee, VAT is paid according to the current tax rate in force in the Republic of Latvia
- 4.7.12. Fee for false claim is € 10 (ten euros).
- 4.7.13. Upon the Customer's order to redeem the Electronic money from the Customer's account, Mobilly has the right to apply a redemption fee of 4% (four percent) of the redeemable amount, but not less than € 1.50 (one euro, fifty euro cents).
- 4.7.14. If Mobilly account is not used for more than a year, then, starting from the 13th month a monthly servicing fee of 4.00 EUR is charged, until the balance in Mobilly account is 0.00 EUR. Then, Mobilly account is closed.
- 4.7.15. The Customer's calls to Mobilly information number 1859 is charged by the Customer's mobile operator.
- 4.7.16. Mobilly does not service calls from Customers, if the Customer's mobile phone number cannot be identified (the number is hidden).
- 4.7.17. The Customer cannot add payment for use of a Paid car park to the phone invoice, by calling 1859. The payment can be added to the telephone invoice only by open-account clients of LMT, Bite and Tele2 in Mobilly mobile application or by sending a text message, in compliance the transaction amount limits and transaction service charged determined by the operators.

#### 5. PAID CAR PARK

#### 5.1. Lists and rates of the paid car parks

5.1.1. A list of paid car parks and rates of the paid car parks in **Riga** are available **here**: <u>https://mobilly.lv/en/payment-for-parking/</u>

5.1.2. A list of paid car parks and rates of the paid car parks in **Daugavpils** are available **here:** <u>https://mobilly.lv/en/payment-for-parking/</u>

5.1.3. A list of paid car parks and rates of the paid car parks in Liepāja are available here: <u>https://mobilly.lv/en/payment-for-parking/</u>

#### 5.2. Procedure for paying for the car park with Mobilly

5.2.1. Before entering a Paid car park, Mobilly Customer must inspect the internal usage regulations of the Paid car park.

5.2.2. After parking a vehicle, the fee for the Paid car park with Mobilly must be initiated immediately, while at the vehicle.

5.2.3. Mobilly Customer initiates stopping of the payment for the paid car park with Mobilly, when Mobilly Customer returns at the car park and still stands at the vehicle, and leaves the Paid car park territory immediately after stopping the payment.

5.2.4. If Mobilly has informed the Customer that due to technical reasons the payment for the Paid car park is temporarily is impossible, the Customer must search other forms of payment for the Paid car park (for example, car park ticket machines etc.).

5.2.5. Initiating and stopping the payment for the Paid car park:

5.2.5.1. Procedure to initiate and stop payment for the Paid car park **with Mobilly application** is available **here**: <u>https://mobilly.lv/en/payment-for-parking/</u>

Upon paying for the Paid car park with Mobilly mobile application, the Customer must verify whether the car park payment has been initiated, by waiting until the moment when the application shows a "time circle" that starts to spin.

5.2.5.2. Procedure to initiate and stop payment for the Paid car park **by a text message** is available **here:** <u>https://mobilly.lv/en/payment-for-parking/</u>

Upon paying by a text message, Mobilly Customer must inspect the text message received from Mobilly because all kinds of technical errors can occur, thus the text message can contain information of "confirmation", as well as of "refusal" to pay for the paid car park.

5.2.5.3. Procedure to initiate and stop payment for the Paid car park with a telephone bill is available here: <a href="https://mobilly.lv/en/payment-for-parking/">https://mobilly.lv/en/payment-for-parking/</a>

5.2.6. Mobilly SMS orders to pay for car park are available here: <u>https://mobilly.lv/en/payment-for-parking/</u>

5.2.7. Tariff zone map is available here: https://mobilly.lv/en/payment-for-parking/.

5.2.8. Payment for the Paid car park can be initiated and stopped by one Mobilly account for a certain period and for several vehicles.

5.2.9. Upon paying for a term, if the Customer's Mobilly account has insufficient funds to pay for the car park, but the Mobilly account has an added bank card, the missing payment amount is taken from the bank card.

5.2.10. Payment for use of Mobilly services is possible only from mobile telephone numbers registered in the Republic of Latvia.

## 5.2.11. Starting and stopping **Mobilly Automatic** payment for the car park.

5.2.11.1. Mobilly Automatic car park payment can be made via Mobilly mobile application by activating a payment for the vehicle number at one's Mobilly account or also at the Company's account application, in section "Mani auto" (My Cars).

5.2.11.2. After Mobilly Automatic has been activated, upon entering any of the zones with the Automatic mark, the car park camera will read the vehicle plate number and Mobilly will automatically start paying for the car park from the Mobilly account, to which the payment for the respective vehicle is connected. The gate, if any, will automatically open. In section "Stāvvietas" (Car Park) of Mobilly mobile application, a payment clock image will appear.

5.2.11.3. Upon leaving Mobilly Automatic car park zone, the camera will read the vehicle plate number, Mobilly will verify the balance in the Customer's Mobilly account and will stop the payment, the gate, if any, will automatically lift allowing to leave the zone. If the Customer's Mobilly account has insufficient funds to pay for the car park, but the Mobilly account has an added bank card, the missing payment amount is taken from the bank card. If no bank cards are added to Mobilly account, the car park can be left only upon crediting the Mobilly account.

5.3. Payment for the parking is controlled by the Authorised managers of the paid car park or controllers.

5.4. A controller controls and inspects whether Mobilly customer has made a pre-payment for use of the Paid car park.

5.5. The controller inspects payment for the Paid car park by a special device to verify payment by the state registration number of the vehicle.

5.6. If Mobilly Customer has not made the pre-payment with Mobilly for use of the Paid car park, the controller is entitled to issue a parking ticket in compliance with Riga City Council binding regulations No 206 and/or internal regulations of the Authorised manager of the paid car park. In this case Mobilly is not responsible for losses.

5.7. The Customer can obtain answers to the most frequent questions about payment for the car park with Mobilly at Mobilly web site **here**: <u>https://mobilly.lv/question\_types/par-autostavvietam/</u>

#### 6. JŪRMALA ENTRANCE FEE

6.1. To pay Jūrmala entrance fee by a text message, before or after (by 23.59) entering Jūrmala territory, Mobilly customer sends the following text message to Mobilly information number 1859: **START space AUTO space J**, where: "AUTO" is Mobilly user's vehicle number, "space" is an area that separates words, "J" is the tariff zone that corresponds to Jūrmala daily entrance fee. EXAMPLE: **START space AA1111 space J**. If Mobilly user wants to add the fee to the mobile operator's phone bill, the word START in the text message must be replaced by MSTART, for example: **MSTART space AA1111 space J**.

6.2. To purchase Jūrmala daily entrance fee in Mobilly mobile application, in section "Stāvvietas" (Car Park) Mobilly customer must select zone J, and in the open zone view, must indicate the vehicle number for which the customer wants to purchase Jūrmala daily entrance fee, and press button: "START". If Mobilly customer wants to add the payment to the mobile operator's telephone bill, he/she must press button "Pievienot pie OPERATORA rēķina" (add to the OPERATOR'S bill), where OPERATORS will be replaced by Mobilly customer's telephone number operator.

6.3. If Jūrmala entrance fee is successfully purchased, Mobilly customer will receive an automatic notification as a SMS; this will be considered as a financial transaction confirming successful payment for the entrance ticket and validity term of the ticket. EXAMPLE: You have successfully purchased Jurmala daily entrance ticked for vehicle AA1111, it is valid today until 23:59 without any restrictions as to the number of entries.

6.4. Single entrance fee in Jūrmala is 2.00 EUR (two euro, 00 cents), the fee shall apply for the period from 1 April to 30 September of the calendar year Mobily financial transaction fee for the Customer, a natural person, is 0.11 EUR. Mobilly financial transaction fee for the Customer, a natural person, is 0.11 EUR. Mobilly financial transaction fee for the Customer chooses to make the payment at the expense of the mobile operator, the respective mobile operator shall determine its additional commission.

6.5. If the Customer's Mobilly account has insufficient funds to pay Jūrmala entrance fee, but Mobilly account has an added bank card, the missing payment amount is taken from the bank card.

6.6. The Client can opt to receive automatic payment reminders for Jurmala passes with Mobilly by applying through a free notification sent by Mobilly or by changing the settings in the Mobilly app under "My cars."

6.7. To use the service mentioned in paragraph 6.6, the Client must meet the following criteria: a) The Client must consent to Mobilly notifications (push notifications); b) Client's license plate number must be linked to one Mobilly account only; c) Client must use the Mobilly mobile application.

6.8. Upon choosing the service mentioned in paragraph 6.6, if the Client has entered and left the city of Jūrmala without purchasing the pass, after 8 PM Mobilly will send a payment reminder for the Jurmala pass.

6.9. The first 3 (three) automatic payment reminders for the Jurmala pass to the Client, who meets the criteria set out in paragraph 6.7, are free of charge. After that, the automatic reminder fee is EUR 0.50 (zero euro, fifty euro cents), incl. VAT. In case the Client has not opted for the service mentioned in paragraph 6.6, after receiving the initial 3 (three) free automatic reminders, the Client shall no longer receive them.

6.10. The Client can change (turn on/off) the automatic payment reminder of Jurmala pass with Mobilly for their vehicle at any time by changing the settings in the "My cars" section in the Mobilly mobile application.

6.11. The Customer, legal entity, can opt for automatic payment of Jūrmala entry passes with Mobilly by emailing a list of Mobilly users to info@mobilly.lv or in the Mobilly system mans.mobilly.lv by selecting the users who will use the automatic payment service. As part of this service, at the end of each day (at 23:50), Mobilly will automatically handle the Jūrmala pass payments for those Customer's users' vehicles that have entered the city of Jūrmala and have not been paid for, unless the Customer's user has entered the city of Jūrmala between 23:50 and 00:00 and has not made a payment within this time fram.

6.12. In case if the user from the list of users submitted by the Customer has independently paid for the Jūrmala pass with Mobilly upon entering the city of Jūrmala, the Customer shall pay Mobilly in accordance with the standard applicable rates of Mobilly. Mobilly shall not reimburse the Customer, i.e., shall not refund money for those Customer's users who have entered the city of Jūrmala between 23:50 and 00:00 and have independently made a payment within this time frame.

6.13. Mobilly shall not be liable for the accuracy of the data and any loss to the Customer, including but not limited to, administrative violations, post-payment protocols, i.e., for cases where there is a discrepancy in the transmitted data after the entry of the vehicle into the city of Jūrmala and automatic registration of the license plate.

6.14. Mobilly Customer can obtain answers to the most frequent questions about payment for Jūrmala entrance fee at Mobilly web site **here**: <u>https://mobilly.lv/en/jurmala-pass-on-your-phone/</u>

## 7. TRAIN TICKET

7.1. Mobilly customer can purchase train tickets, as follows:

7.1.1. In Mobilly mobile application by paying with one's bank card. Additional commission fee is not applied to this service; price of the train ticket will be the same as the service provider's price (at the cash desk). There is no need to credit one's Mobilly account in advance, payment for the ticket will be debited directly from the bank card.

7.1.2. In Mobilly web site by logging in one's profile. Upon purchasing the train ticket at Mobilly web site, the ticket will be sent as a PDF to the e-mail indicated by Mobilly customer.

7.1.3. LMT and Bite customers can add train tickets to their telephone bills by using Mobilly mobile application. In Mobilly mobile application, the required train ticket is selected and instead of pressing "Pirkt bileti" ("Buy ticket") one should press "Apmaksāt pie telefona rēķina" ("Pay with telephone bill") - then the amount together with the commission fee of 0.25 EUR will be added to Mobilly customer's mobile telephone bill.

7.1.4. Several tickets can be bought at one Mobilly account.

7.1.5. Mobilly sends the purchased train ticket to the e-mail indicated by the Customer or stores in Mobilly mobile application.

7.2. The train ticket is valid for one ride for the trip selected upon purchase or the following trip. The train ticket must be bought before boarding the train. Details: <u>www.pv.lv</u>

7.3. Tickets for rides with trains can be bought in Mobilly mobile application or web site for rides during the next 10 days. The ticket will be valid for the selected ride or the following one. It should be taken into account that the tickets cannot be bought in comfort class carriages and trains with numbered seats, as well as it is impossible to pay the added fee in the comfort class carriages. Presently, it is yet not possible to purchase child's free of charge tickets with Mobilly.

7.4. According to amendments to Cabinet regulations No 599 "Procedure of provision and using of public transport services" of 28 August 2012 that came into force on 4 March 2016, a **train** ticket can be returned, if **more** than two hours remain until the train departure. The amount that can be compensated, is **75%** of the ticket price.

7.5. Mobilly Customer can obtain answers to the most frequent questions about purchasing train tickets at Mobilly web site **here**: <u>https://mobilly.lv/en/train-tickets/</u>

# 8. TAXI PAY

8.1. Upon paying for a taxi with Mobilly, the operator or taxi driver must be warned before the ride.

8.2. When the ride is finished, it can be paid with Mobilly, as follows:

8.2.1. By sending a text message: **TX space SUMMA space ID to 1859**, where SUMMA is the ride fee, ID is the taxi board number found in the taxi, a sample message: TX 4.56 RT999. A text message price can be applied at the rate determined by the Mobilly customer's mobile operator depending on the tariff plan.

8.2.2. Upon using Mobilly mobile application section "Taxi" and selecting: Red Cab or Baltic Taxi; indicating the taxi board number; indicating the fee for the ride. Payment is debited from the Customer's Mobilly account.

8.3. Upon paying for a taxi, the payment with Mobilly is not increased by any additional fees, the payment amount complies with the taxi meter.

8.4. Mobilly Customer can obtain answers to the most frequent questions about payment for the taxi at Mobilly web site **here**: <u>https://mobilly.lv/en/payment-for-taxi/</u>

## 9. BUS TICKETS

9.1. Mobilly customer can purchase buses tickets, as follows:

9.1.1. In Mobilly mobile application by paying with one's bank card. Transaction service fee is charged for this service. There is no need to credit one's Mobilly account in advance, payment for the ticket together with the transaction service fee will be debited directly from the bank card.

9.1.2. In Mobilly web site by logging in one's profile. Upon purchasing the bus ticket at Mobilly web site, the ticket will be sent as a PDF to the e-mail indicated by Mobilly customer.

9.1.3. LMT and Bite customers who are allowed to include added-price services in the telephone bill, can purchase a bus ticket and add it to the telephone bill <u>only</u> by Mobilly mobile application.

9.2. A bus ticket can be purchased no later than 30 minutes before the departure time of the selected bus. Mobilly sends the purchased bus ticket to the e-mail indicated by the Customer or stores in Mobilly mobile application.

9.3. When boarding the bus, a ticket must be produced to the driver, which the driver compares with the data specified in the accompanying letter to the bus flight ID must be produced to the. If you are entitled to a discount, you must produce your document to the driver (3+ card, certificate of a disabled person, etc.).

9.4. If the ticket has been deleted in the e-mail by mistake, Mobilly customer can find out the valid ticket number in Mobilly mobile application.

9.5. Mobilly Customer can obtain answers to the most frequent questions about purchasing bus tickets at Mobilly web site **here**: <u>https://mobilly.lv/en/intercity-bus-tickets/</u>

#### **10. DONATIONS**

10.1. Donations can be made only by Mobilly customers who are natural persons. Minimum amount of donation is 2.50 EUR (two euros, 50 cents) Maximum amount of donation is 150.00 EUR (one hundred fifty euro, 00 cents).

10.2. Information about targets that can receive donations by Mobilly, is available here: https://mobilly.lv/en/services/donate/

10.3. The donation can be made if Mobilly account contains electronic cash. The donation sum will be debited from Mobilly customer account.

10.4. Mobilly account must be credited with cash; if Mobilly customer account does not have funds, the donation amount is debited from the added bank card.

#### **11. OGRE DISTRICT RESIDENT CARD**

11.1. Ogre district residents have the opportunity to add their Ogre district resident card to Mobilly electronic money account.

11.2. You can add the Ogre district resident card to Mobilly electronic money account in the following ways:

11.2.1. In Mobilly app by selecting the "My Card" menu and then "Ogre district resident card";

11.2.2. On the website <u>www.ogre.lv</u>.

11.3. Ogre district residents who have added the Ogre district resident card to their Mobilly account have the following payment options:

11.3.1. An option to pay with Ogre district resident card at specific merchants;

11.3.2. An option to pay for Mobilly services and goods with Mobilly electronic money;

11.3.3. An option to transfer electronic money to another resident of Ogre district, who has a Mobilly electronic money account within the limits set by Mobilly for electronic money transfers.

11.4. If the Ogre municipality has granted the residents of Ogre district any special discounts (public transport fare concessions, municipality-paid lunch in the school canteen, etc.), when making a payment using the Ogre district resident card, the Customer will be debited from the Mobilly account for the transaction (payment) part, subject to the benefit granted to the Customer. The transaction history of the Mobilly account will only reflect the number of transactions paid from the Mobilly electronic money account, subject to any discounts granted to the Customer.

#### **12. OTHER SERVICES**

12.1. The Customer can obtain information about other services payable with Mobilly at Mobilly web site here: <a href="https://www.mobilly.lv/pub/lv/category/pakalpojumi/">https://www.mobilly.lv/pub/lv/category/pakalpojumi/</a>

#### 13. MUTUAL RELATIONS BETWEEN MOBILLY CUSTOMER AND MOBILLY DURING THE PAYMENT PROCEDURE

13.1. As soon as a text message is sent (or any other payment type is initiated with Mobilly) about payment for Paid car park or any other service, the minimum fee is debited from Mobilly customer account or operating account for using the Paid car park.

13.2. Upon initiating and/or stopping the payment, Mobilly customer must make sure that the payment has been initiated and/or stopped

13.3. The time for initiating (START) and stopping (STOP) of payment for the Paid car park is considered to be initiated / stopped as of the moment when Mobilly has received request thereon from Mobilly customer, instead of the moment when Mobilly customer sends the request to Mobilly thereon.

13.4. If the time circle does not appear in the mobile application, it is considered that the payment has not been initiated. In this case Mobilly customer can contact Mobilly to clarify the problem.

13.5. If Mobilly customer fails to wait for appearance of the time circle in the mobile application, it is considered that the payment for the Paid car park has not been initiated. Mobilly is not responsible for Mobilly customer's losses caused by the failure to wait for the time circle in Mobilly mobile application.

13.6. The Paid car park user must immediately react to the received free of charge warning received by the Customer as a SMS from Mobilly, in case of necessity by contacting Mobilly to find out the reason for the rejection. Mobilly is not responsible for losses incurred by the Mobilly customer caused by failure to inspect the contents of the warning notice.

13.7. If Mobilly account balance has reached EUR 0.00 during payment for the Paid car park, then payment for the Paid car park is stopped, and Mobilly customer receives an automatic warning notice that is received by the Customer as a SMS. To restart the payment for the Paid car park, Mobilly customer must credit Mobilly account in the most convenient manner and must start a new transaction by initiating a new payment.

13.8. Upon paying with a text message for certain Services that have a set payment sum (for example, Jūrmala entrance fee, car parking zones with a lump-sum payment and also open account zones), if the Customer's Mobilly account has insufficient funds, but Mobilly account has an added payment card, the payment amount is automatically debited from the payment card.

13.9. In the event if a Mobilly Client-natural person wishes to pay for any Mobilly services or goods not with their private electronic money account but as a user of a Customer-legal entity account, but the Customer-legal entity has restricted such actions or if the Customer has exhausted the allowed limits, payment for the selected goods or services will be automatically made from the Client-natural person's electronic money account.

## 14. RIGHTS AND OBLIGATIONS OF MOBILLY AND MOBILLY CUSTOMER

14.1. Mobilly customer must observe provisions of the concluded Contract and follow amendments of these Regulations.

14.2. Mobilly is not responsible for interruption in service provision caused by interruption of mobile operator services, interruption in operation of Mobilly customer's communication devices (mobile phone), or any other circumstances that do not depend on Mobilly when Mobilly customer has not received a confirmation in the mobile phone regarding initiating and / or stopping the payment for the Paid car park.

14.3. Mobilly is entitled to unilaterally amend these Regulations, as well as to change payment for the text messages and other services with a warning two weeks in advance, by publishing information in its web site <u>www.mobilly.lv</u>.

## **15. OTHER PROVISIONS**

15.1. All disputes that are related to provision of Mobilly services are solved by Mobilly and Mobilly customer in mutual negotiations. If no agreement can be reached, the dispute is solved at courts in compliance with the procedure specified in regulatory enactments of the Republic of Latvia.