



## Mobilly service contract

Mobilly contract registration No \_\_\_\_\_ Customer Contract registration No \_\_\_\_\_

1. Mobilly service contract is concluded between Mobilly and the Customer and regulates how the Customer uses Mobilly services to purchase products or services from Traders. The Contract determines a procedure how the Customer and its Users purchase the Trader's products or services, how products and services are paid for and what is the payment procedure. This contract form and Mobilly service contract regulations (their updated version) are mutually inseparable parts and in all cases should be considered as one contract.

2. Contracting parties:	Customer	Mobilly
Name	_____	Sabiedrība ar ierobežotu atbildību <b>Mobilly</b>
Contact person:	_____	<b>Ģirts Slaviņš</b>
Telephone:	_____	1859
e-mail:	_____	info@mobilly.lv
Registration No	_____	40003654405
VAT number:	_____	LV40003654405
Legal address:	_____	Dzirnavu iela 91 k-3-20, Rīga, LV-1011
Representative / position:	_____	Member of the Board / or procura holder
Telephone / fax:	_____	+371 1859
Current account:	_____	Current account: LV10HABA0551010805346
Bank:	_____	Bank: AS Swedbank Current account: LV02PARX0009726030004 Bank: AS Citadele bank

### 3. Subject of the Contract.

- 3.1. Mobilly and the Customer agree that an Operating Account is registered in Mobilly system, recording the Customer's transactions upon purchase of products or services offered by Traders.
- 3.2. The Customer's authorised contact person adds Users to the Operating Account who have been authorised by the Customer to conclude transactions with Traders and purchase the offered products or services. Mobilly accounts for the Users' transactions in the Operating Account opened for the Customer.
- 3.3. Mobilly and the Customer agree that following the procedure stated in this Contract the Customer pays for the products or services purchased by the Users in compliance with invoices prepared by Mobilly.

### 4. Operating account replenishment and limits.

- 4.1. After concluding the Contract, Mobilly may grant the Customer a limit in the amount of EUR 20,00 (twenty euro, 00 cents), within which the Customer and its Users may perform transactions. If the balance of the Customer's Operating Account reaches or exceeds the limit, the Operating Account shall be blocked until the Customer has replenished it, transferring money to one of the bank accounts referred in Clause 2 of the Contract.
- 4.2. The Customer's Operating Account is considered to be replenished when the Customer's money transfer amount has been transferred to the current Mobilly's bank account.
- 4.3. The Customer itself is responsible for the status of Operating Account and independently replenishes it as necessary. No later than the third business day of each month, the Customer shall receive invoices for the services used under this Contract in the previous month and payment notification reflecting the changes in the Customer's Operating Account status.

### 5. Application of Mobilly service contract regulations.

Mobilly and the Customer agree that Mobilly is entitled to change Mobilly service contract regulations in compliance with the procedure specified in this Contract. The Customer agrees that Mobilly does not need to specifically notify the Customer of changes to the Regulations and agrees to follow them independently. In case of amendments, Mobilly publishes the new wording of the Regulations in the web site at least 1 (one) week before their coming into force.

### 6. Representations and authorisations:

- 6.1. Mobilly and the Customer represent that the Customer has got acquainted with the effective Mobilly service contract regulations, understand the requirements, fully agree with them;
- 6.2. The Customer represents that upon Mobilly's request it will provide the required identity and inspection data to Mobilly, including the required information and documents about the Customer, Customer's representatives, owners and beneficial owners, as well as its business or personal operations, as Mobilly being a financial institution needs, as well as will provide information and documents allowing Mobilly to assess the Customer's solvency;

6.3. The Customer represents and agrees that Mobilly receives and processes personal data for the transactions between the Customer and Trader, as well as represents and agrees that Mobilly is entitled to process personal data.

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**7. Contracting parties' signatures.**

**Customer:**

\_\_\_\_\_  
*/signature\*/*

\_\_\_\_\_  
*/name, surname/*

**Place / Date\*:**

**Mobilly:**

\_\_\_\_\_  
*/signature\*/*

\_\_\_\_\_  
*/name, surname/*

**Riga / Date\*:**

*\*The document details "signature" and "date" shall not be filled in if the electronic document has been prepared in accordance with regulatory enactments regarding the execution of electronic documents*