Mobilly payment service contract

Mobilly contract registration No _____   **Customer Contract registration No** _____

1. Mobilly Payment Service Contract (hereinafter referred to as – Contract) shall be entered into between Mobilly and the Customer, and it stipulates the procedures by which the Customer uses the Mobilly payment services to purchase the Traders' goods or services. The Contract stipulates the procedures by which Mobilly opens the Payment Account for the Customer, grants the Credit Limit for the Customer, by which the Customer and its Users purchase the Trader's goods or services, by which payments are made for the goods and services and the payment procedure. This Contract, Mobilly Regulation of the Payment Service Contract (hereinafter referred to as — Regulation) and Terms of Use of Mobilly Services (updated version) are mutually integral parts, and they should be considered a single contract in all cases.

2. **Contracting parties:**

	Customer	Mobilly
Name	_____	Sabiedrība ar ierobežotu atbildību „**Mobilly**"
Contact person:	_____	**Valdis Bergs**
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
Telephone / fax:		+371 22001859
Current account:	_____	Current account: LV10HABA0551010805346 Bank: AS Swedbank
Bank:	_____	Current account: LV02PARX0009726030004 Bank: AS Citadele bank

3. **Subject of the Contract**

3.1. Mobilly and the Customer shall agree that, after the conclusion of the Contract, Mobilly registers in the system, the Payment Account in which accounting of the Customer payments (transactions) takes place, purchasing the goods or services offered by the Traders.

3.2. The Customer's authorised contact person shall add to the Payment Account the Users authorised by the Customer to enter into transactions with the Traders and purchase goods of services offered by them. Mobilly shall register transactions of the Users in the Payment Account opened for the Customer.

3.3. The Customer may conclude transactions with the Traders and purchase the goods or services offered by them by using the amount available (deposited) in the Payment Account or by using the Credit Limit granted by Mobilly.

3.4. Mobilly and the Customer shall agree that the Customer shall pay for the goods or services purchased by the Users in accordance with the procedures stipulated in this Contract according to the invoices issued by Mobilly.

4. **Granting of the Credit limit**

4.1. After the conclusion of the Contract, Mobilly shall automatically grant the Customer a Credit Limit in the amount of EUR 20.00 (twenty euros), within the framework of which the Customer and the Users thereof may perform transactions.

4.2. The Customer himself/herself shall be liable for the situation of the Payment Account. If the balance of the Customer's Payment Account reaches the Credit Limit, the Payment Account shall be blocked up to the moment when the Customer has topped it up by transferring money into any of the Mobilly bank payment accounts referred to in Clause 2 of the Contract. The Customer's Payment Account shall be deemed topped up when the Mobilly bank payment account is credited by the amount of the Customer's remittance.

4.3. The Customer himself/herself shall be liable for the situation of the Payment Account with the Credit Limit. If balance of the Customer's Payment Account reaches or exceeds the granted Credit Limit, the Payment Account shall be blocked. No later than by the third business day of each month, the Customer shall receive invoices for the services used within the framework of this Contract during the previous month and a payment notification which reflects changes in the Customer's Payment Account. The Customer shall be obliged to pay for the Credit Limit resources used during the payment period by the 10th day of the following month.

5. Application of the Terms of the Contract

5.1. Mobilly and the Customer shall agree that Mobilly shall be entitled to amend terms of the Contract according to the procedure stipulated in this Contract and the Regulation thereof. The Customer agrees that Mobilly is not required to warn the Customer in particular of changes to the Regulation and undertakes to follow them independently. The Regulation shall be posted on the Website, "Rules and Contracts" section. In the case of amendments, Mobilly shall publish the new wording of the Regulation on the Website at least 2 (two) weeks before the entry thereof into effect.

6. Representations and authorisations

6.1. Mobilly and the Customer shall represent that the Customer has been familiarised with the effective Regulation and the Terms of Use of Mobilly Services, he/she understands requirements thereof and fully agrees thereto.

6.2. The Customer represents that he/she will provide Mobilly with the required identity and research data at the request of Mobilly according to the conditions of Clause 4 of the Regulation, including the required information and documents on the Customer, the Customer's representatives, owners and true beneficial owners, as well as on his/her economic or personal activities which Mobilly needs as a financial institution, as well as provide information and documents enabling Mobilly to evaluate the Customer's credit ability

6.3. Mobilly shall be entitled to process the Customer's personal data in accordance with the procedure stipulated in the regulatory enactments and according to the Mobilly personal data processing policy, as well as to transfer and receive the Customer data and other information from the databases (for example, Lursoft, firmas.lv, State Revenue Service etc.) and to process it with the purpose to evaluate it and verify the solvency, conformity of the provided information to truth, registration of transactions, offer, provision and maintenance of services.

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

6.5. Mobilly confirms that the information and personal data submitted by the Customer on himself/herself, will be stored, processed, used and protected according to the needs of this Contract, applicable legal framework of the personal data protection and other regulatory enactments.

7. Signatures of the Parties

Customer:

Mobilly:

/signature/*

/signature/*

/name, surname/

/name, surname/

Place / Date*:

Riga / Date*:

*Document details 'signature' and 'date' are to be left blank, if the electronic document has been prepared in accordance with the regulatory enactments governing the preparation of electronic documents and signed using a secure electronic signature.