



**LLC (SIA) "Mobilly"**  
**REGULATION OF THE PAYMENT SERVICE CONTRACT**

**1. TERMS AND DEFINITIONS OF THE CONTRACT**

**Mobilly** – Limited Liability Company “Mobilly”, unified registration No. 40003654405, which is operating as a licensed electronic money institution under the trade mark “Mobilly”.

**Trader** – a merchant which sells goods or provides services and receives funds for the sold goods or provided services through Mobilly.

**Contract** – jointly, Mobilly Payment Service Contract and this Mobilly Regulation of the Payment Service Contract (amendments thereto of new wording).

**Regulation** — this Mobilly Regulation of the Payment Service Contract.

**Customer** – a person who has concluded a Contract with Mobilly and whose data are specified in Clause 2 of the Contract.

**Payment Account** – the Customer has an account opened in the Mobilly system, where the execution and accounting of the Customer’s payments (transactions) are executed when purchasing the Trader’s goods or services.

**User** – mobile phone number linked to the Customer’s Payment Account, used to perform the transactions. The Customer authorises the User to enter into transactions with Traders on behalf of the Customer.

**Mobilly system** – system which is maintained by Mobilly and where mutual transactions of Customers, Traders and Mobilly are registered.

**Credit Limit** — service related to the Payment Account, according to which Mobilly sets the amount in which the Customer and its Users may perform transactions without pre-payment exceeding the balance of Customer’s Payment Account.

**Personal identity document** — passport or ID card.

**Party, Parties** – Mobilly and Customer jointly or each of them individually.

**VAT** – value added tax.

**Mobilly Automatic** – type of Mobilly car parks, where payment is initiated automatically with the cameras reading the vehicle registration plates. Payment for car parks of such kind is activated when individual Users add a specific vehicle number for payment to the Payment Account.

**Agent** – person who acts on his/her own behalf, but in the interests of some other person (“silent intermediary” within the meaning of the Civil Law of the Republic of Latvia).

**Website** – [www.mobilly.lv](http://www.mobilly.lv).

**2. Opening of a Payment Account**

- 2.1. Payment Account in the Mobilly system is opened within one business day after the entry of the Contract into effect. Payment Account shall not be considered a current account or account of some other kind (credit, deposit etc.), and the entries registered in this account serve only as the necessary and sufficient evidence of mutual transactions between the Customer and the Trader.
- 2.2. Prior to the opening of the Payment Account, Mobilly shall be entitled to demand, and the Customer shall be obliged to provide information and documents on the Customer, which Mobilly as a financial institution is obliged to acquire according to the regulatory enactments of the Republic of Latvia.
- 2.3. If Mobilly opts for the possibility to obtain data required for the Customer’s due diligence and diligence from third parties (Commercial Register, Lursoft database, firmas.lv, State Revenue Service, Creditreform and other

service providers), the Customer acknowledges that he/she has no objections to the acquisition of the data required for Mobilly and the processing thereof. Mobilly shall process data in the cases and in accordance with the procedures stipulated in the regulatory enactments of the Republic of Latvia.

- 2.4. Both Parties, to the reasonably possible extent, undertake to inform the persons whose personal data (for example, those indicated as contacts, representatives etc.) are transferred to the other Party that the respective person's data are processed for such a purpose, as well as provide information on the other Party's name, contact information and purposes, for which the transferred data could be used, i.e., for the performance of the contractual obligations, as well as on the possibility to address the respective Party to obtain additional information or exercise his/her own as the data subject's rights. Additionally, Mobilly specifies that the Customer's contact persons and other persons whose data were transferred to Mobilly, may familiarise themselves with the Mobilly Privacy Policy on the Website.
- 2.5. After the conclusion of the Contract, the contact person specified in the Customer's Contract, upon the receipt of the Payment Account access data, shall be obliged to specify the Customer's authorised representatives (Users) on the Website by entering the necessary data. Users are registered as the users of the Payment Account, and the Customer shall undertake liability for the transactions performed by the Users. The Customer shall be liable for the correctness of the entered list of the Users and for updating the list of the Users.
- 2.6. As soon as the Payment Account is opened with the Credit Limit option or the Customer has topped up the Payment Account, the Customer (its Users) is entitled to enter into transactions with Traders.
- 2.7. After the conclusion of the Contract, this Regulation and the Terms of Use of Mobilly Services posted on the Website are binding on the Customer and must be complied with.

### **3. Rules and limits of the use of the Payment Account**

- 3.1. Number of Users linked to the Payment Account is not limited, and setting the number of Users is solely the Customer's competence. Mobilly shall be entitled to limit the Credit Limit assigned to the Customer and/or the Users/individual User.
- 3.2. Mobilly may allow the Customer to use the Payment Account with a Credit Limit, within the framework of which the Customer and the Users may perform transactions and purchase the Trader's goods or services. The total Credit Limit assigned to the Customer consists of the total amount of the limits assigned to all the Users, and it shall be automatically updated after the payment of the current invoice. Mobilly shall be entitled to set the Customer's maximum Credit Limit, upon the reaching of which the Customer's transactions may be limited.
- 3.3. Mobilly may increase the Customer's Credit Limit and/or the Users' limit linked to the Payment Account on the basis of a written Customer's Application and evaluation of the Customer's credit risk, solvency or reputation. In extraordinary cases, Mobilly may also increase the Customer's Credit Limit and/or the Users' limit linked to the Payment Account by phone. In such a case, demanding of changes to the Credit Limit by phone is only allowed for the person who is specified as the Customer's contact person in the Contract by providing his/her data to the Mobilly employee and/or the Customer's signatory. After the changes to the Credit Limit made over the phone, the Customer shall also be obliged to send Mobilly a written Request within 3 (three) business days, otherwise Mobilly shall be entitled to cancel changes to the Credit limit.
- 3.4. In the cases if the Customer or the User has used up the amount available in the Payment Account or the granted Credit Limit, the Mobilly Payment Account in the system is automatically blocked, and the performance of transactions is suspended. Mobilly shall not be obliged to supervise situation in the Payment Account, warn the Customer or the User on the situation in the Payment Account or use of the Credit Limit or disconnect the Customer or the User from the Mobilly system. Mobilly may inform the Customer or the User at its own discretion on the use or shortage of the granted Credit Limit.
- 3.5. The Customer himself/herself shall be liable for the spending of the Users in the Payment Account within the framework of the deposited amount or for the use of the total Credit Limit granted to the Customer. Mobilly shall not perform supervision of the use of limits of an individual User or redistribution of limits among the

Users. The Users shall be obliged to independently agree on the spending of the funds within the framework of the amount available in the Payment Account or the total Credit Limit granted to the Customer.

- 3.6. When opening the Payment Account, the Customer's Users become Mobilly Customers who enter into Electronic Money Account Opening and Servicing Contract with Mobilly by using means of distance communication. The Users may also use personal funds deposited in the Users' electronic money account to pay for the Trader's goods or services. The Users themselves are liable to Mobilly and to the Customer for sending correct commands and using the appropriate accounts, as well as for compliance with the provisions of the Mobilly Electronic Money Account Opening and Use Contract. The Customer shall be obliged to inform the Users of the correct procedure for the use of the Payment Account, and the Customer and the User shall be jointly and severally liable for the use of the Payment Account.
- 3.7. If the Customer uses the Payment Account with Credit Limit, and Mobilly grants the Customer Credit Limit, which is to be considered a payment service, the following limits of transactions are set for the Customer's Payment Account:
  - 3.7.1. Each individual Customer's User shall be subject to the transaction amount not exceeding EUR 150 (one hundred and fifty euros) per month;
  - 3.7.2. Each individual Customer's User shall be subject to the maximum available balance not exceeding EUR 150 (one hundred and fifty euros);
  - 3.7.3. Total amount of Customer transactions per month (i.e., total amount of the transactions performed by all Users) shall not exceed EUR 3,000 (three thousand euros).

#### **4. Use of the Payment Account with the Credit Limit**

- 4.1. Mobilly may allow the Customer to use the Payment Account with the Credit Limit and increase the amount of the Credit Limit in separate cases only.
- 4.2. If the Customer wants to use the Payment Account with the Credit Limit exceeding EUR 20 (twenty euros) per month:
  - 4.2.1. The Customer shall be obliged to contact Mobilly by using e-mail or by phone to specify the possibility of use of this service;
  - 4.2.2. After receipt of the information referred to in Clause 4.2.1 of the Regulation, Mobilly shall be entitled to demand that the Customer fill in the Application for granting or increase of the Mobilly Credit Limit (Application) posted on the Website and to submit additional information and documents;
  - 4.2.3. Mobilly shall verify the data specified in the Customer's Application in the data registers and the available databases, evaluate the information provided by the Customer, verify the Customer's solvency and make a decision on granting the Credit Limit to the Customer. Mobilly shall approve or reject the Customer's request by informing the Customer by the phone or by sending the information to the Customer's e-mail address;
  - 4.2.4. Mobilly shall be entitled to refuse to grant the Credit Limit to the Customer or, after the evaluation of the Customer's solvency, offer another amount of the Credit Limit, informing the Customer thereof, if the grounds for refusal to grant the Credit Limit include information obtained by Mobilly from the debtors' database. In other cases, Mobilly shall not be obliged to substantiate its refusal to grant the Credit Limit.
- 4.3. If the Parties have agreed on the amount of the Credit Limit according to the procedure set in this Regulation and the Contract, Mobilly shall provide the Customer with the availability of the Credit Limit in the set amount, and the Customer shall undertake to comply with the limits of the Credit Limit according to the provisions of Clause 3 of this Regulation.
- 4.4. Mobilly shall be entitled to unilaterally decrease the Credit Limit set for the Customer, taking into account the Customer's solvency, debt history and other criteria, informing the Customer, and sending the information to the Customer's e-mail address.

- 4.5. Customers who want to exceed or have achieved the limits of transactions of the Payment Account set in Sub-clauses of Clause 3.7 of this Regulation, may be subject to an additional due diligence process, within the framework of which the Customer is obliged to submit Mobilly information and documents necessary in accordance with the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing and the regulatory enactments related thereto, namely:
  - 4.5.1. The Customer shall be obliged to fill in and submit the "Mobilly Legal Entity's Questionnaire" (Questionnaire) which is posted on the Website and from which additional information on the Customer's economic activity, sources of funds, politically exposed persons and other required information will be obtained;
  - 4.5.2. The Customer shall be obliged to submit the Customer's representative's Identity document(s), from which Mobilly shall be entitled to make copies or transcripts;
  - 4.5.3. Mobilly shall be entitled to verify the identity data specified in the Questionnaire in the data registers and the available databases.
- 4.6. Only after complying with the requirements stipulated in Clause 4.5 of this Regulation the Customer may be exempt from the limits of transactions of the Payment Account stipulated in Clause 3.7 of this Regulation.
- 4.7. Mobilly shall inform the Customer that Mobilly shall be obliged to obtain the information stipulated in the previous Clauses according to the requirements of the regulatory enactments of the Republic of Latvia governing the operations of the financial institutions, including, but not limited to the Law on Payment Services and Electronic Money, the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, and other laws and regulations.

## **5. Access data, its storage and use**

- 5.1. As soon as the Payment Account is opened, Mobilly shall prepare access data to perform administration functions of the Mobilly system for the Customer: administrator's username and access password. Mobilly shall send this data to the contact person indicated in the Customer's Contract. The Customer shall use the access data to connect to the Customer's Payment Account on the Website. After the first use, the Customer shall be obliged to change the password assigned by Mobilly.
- 5.2. The Customer's Users may obtain access to the transaction data registered in the Mobilly system. The procedure for the registration of Users has been defined on the Website. Users using their access data to the Mobilly system can familiarise themselves with their transactions and purchase services or goods after topping up their Payment Account or within the framework of the total Credit Limit set for the Customer, if such has been assigned, subject to the limits set by the Customer's contact person.
- 5.3. A text message sent by the User, command sent on the Mobilly mobile application or a password-authorised request containing indications on the transaction on behalf of the Customer is equal to the Customer's freely expressed, unequivocal and direct will to perform relevant activities in the Payment Account and considered binding to the Customer.
- 5.4. The Customer shall be liable for safe storage of the received access data. If the Customer has transferred Mobilly system access data to third parties and notified Mobilly thereof in writing, these persons are considered the Customer's authorised representatives and entitled to administer the Users or conclude transactions on behalf of the Customer.
- 5.5. When making payments (transactions) with the registered User's phone using the Mobilly mobile application or using the Website, the Customer:
  - 5.5.1. proves his/her identity;
  - 5.5.2. acknowledges that the person having accessed the Payment Account in the Mobilly system is an authorised representative of the Customer;
  - 5.5.3. agrees that entry of the required Mobilly system's access data is equal to the signature of the authorised representative of the Customer;

- 5.5.4. agrees that all the further payments (transactions), submitted orders, submissions, contracts and other documents and activities are considered binding to the Customer.
- 5.6. The Customer undertakes to store the Customer's access password with care and protect it from disclosure. The Customer shall be obliged to make all the effort to prevent the unauthorised passing on of the access password, User's mobile phone or its SIM card at the disposal of third parties, as a result of which such parties would be able to perform unauthorised transactions or use the Payment Account.
- 5.7. The Customer shall undertake to notify Mobilly immediately, if third parties have access to the Customer's access password, mobile phone or its SIM card, as a result of which unauthorised activities with the Payment Account could be performed. The Customer shall independently perform all the actions on the Website or contact Mobilly to change the Customer's access password. Notifications are to be submitted by calling 1859 on business days from 8:00 to 20:00 and on Saturdays from 9:00 to 17:00.
- 5.8. The Customer shall undertake liability for any losses, undertaken obligations or other activities performed up to the moment before Mobilly is warned of the cases referred to in Clause 5.7 of the Regulation and during the period of time which was required for Mobilly to block access to the Payment Account or to block a particular User.
- 5.9. The Customer agrees that in the case of loss or negligent storage of the access password, mobile phone, its SIM card, Mobilly shall not be liable for any consequences and possible losses arising therefrom.
- 6. Description of the services provided and goods offered by the Traders**
- 6.1. The Customer and every User who uses the Payment Account, prior to the purchase of goods or services, are obliged to familiarise themselves with the Trader's terms for the purchase and receipt of the goods and services, which may be posted at the place of trade of goods or provision of services or on the website, as well as with the Terms of Use of Mobilly Services and other requirements specified on the Mobilly Website, "Contracts and Regulations" section.
- 6.2. Text message sent by the Customer or the User, command on the mobile application or order given on the Website for the purchase of the Trader's goods or services is considered a confirmation that the Customer and the User have familiarised themselves with the Trader's or Mobilly terms for the purchase and receipt of the goods or services, and fully agree thereto. From the moment of sending of the command, it is considered that a contract for the purchase of goods or receipt of services has been concluded between the Customer and the Trader.
- 6.3. The Users shall be obliged to make a payment for the transaction before or during receipt of the good or service, unless the Trader has set a different payment procedure. In the case of payment for the parking, the fee applies depending on the consumed time, therefore the User shall be obliged to commence the payment immediately, as soon as the vehicle is parked in the car park and cease when the vehicle leaves the car park. At the moment of payment and cessation thereof, the User must be by the vehicle. The User shall be obliged to verify that the payment has taken place or that continuous payment for a service has been activated and is ongoing (it has not been suspended due to lack of funds). Mobilly shall not be liable for any losses, if the User or the Customer has not satisfied themselves that payment for the good or service has been made.
- 6.4. As soon as the Customer's or the User's command for the performance of transaction is registered in the Mobilly system, the Customer shall be obliged to pay for the Trader's good or service. The Customer shall make settlements in accordance with the procedures stipulated in this Contract according to the invoices issued by Mobilly. Mobilly shall independently divide the funds due to the Traders and received from the Customer and make settlements with the Traders on behalf of the Customer as an Agent. The Credit Limit granted to the Customer and spent, if such has been granted before, shall be restored in the previously granted amount as soon as the Customer has made payments according to the invoices prepared by Mobilly.
- 6.5. The Customer and its Users on behalf of the Customer shall be entitled to purchase goods or services from all the Traders with which Mobilly cooperates. The full list of these Traders is posted on the Website. The Customer

acknowledges that he/she is informed and agrees that Mobilly is the Trader's Agent for the accounting of the transactions and settlements with the Trader.

- 6.6. The Customer may limit the rights of the Users to purchase goods or services by independently defining these limits on the Website.
- 6.7. If the Customer has a limited time during which the Users attached thereby can make payment for the services, but after this period any of the Users still makes a Mobilly Automatic payment for parking, in such an exceptional case the User shall also be allowed to complete the Mobilly Automatic transaction after reaching the time limit set for the payment for the service.
- 6.8. From the moment when the Customer or the User has sent a command to perform the payment (transaction) and this command has been registered in the Mobilly system, a lawful transaction between the Customer and the Trader has been concluded; therefore, the Customer shall be obliged to submit all the claims related to receipt of the good or service, quality, delivery and such directly to the Trader. The Customer agrees that Mobilly bears no liability for the form, type, quality, delivery, receipt etc. of the goods or services, except for the cases where, due to the fault of Mobilly, the Trader has not been aware of the Customer's consent to the transaction.
- 6.9. This Contract shall be entered into between Mobilly and the merchant which is not considered a consumer within the meaning of the regulatory enactments of Latvia, therefore relations between the Parties within the framework of this Contract are not subject to the right of refusal of the distance contract stipulated in the Consumer Right Protection Law. The Customer shall be obliged to agree with the Trader on any changes to the provisions of the transactions. Agreement between the Customer and the Trader shall not affect this Regulation, and the Customer shall be obliged to make settlements according to the invoices prepared by Mobilly. If the Customer and the Trader agree on repayment of the paid funds, these settlements shall be made between the Customer and the Trader, without prejudice to Mobilly. The Customer may not claim for the repayment of funds or compensation from the Trader for any of the previously performed transactions, if the Customer has not made settlements before in accordance with the invoices prepared by Mobilly.
- 6.10. Receipt of the good or service offered by the Trader and payment for it using the Payment Account is to be made by sending a text message from a mobile phone number registered in the Republic of Latvia, submitting a command on the mobile application or performing an authorised transaction on the internet regardless of the mobile communications operator according to the terms specified on the Website.
- 6.11. Mobilly shall be entitled to change the list of Traders, supplement or amend the special provisions for the Trader at its own discretion, as well as to change orders and commands for the commencement of transactions, including terms for the submission of commands. Mobilly may inform the Customer of the changes by sending electronic notification to the e-mail address specified in the Contract, however, the Customer shall be obliged to familiarise himself/herself independently with the terms and changes on the Website. The Customer shall be obliged to inform the Users independently of changes to the terms.

## 7. Costs

- 7.1. Other costs which may occur when the Customer makes settlements with the Trader can be set in the Terms of Use of Mobilly Services posted on the Website.

## 8. Payment procedure

- 8.1. Price of the good or service shall be set by the Trader. Mobilly shall be entitled to add a transaction commission charge, charge for additional services of Mobilly and other charges or duties or taxes set in the regulatory enactments to the price set by the Trader. When providing a statement to the Customer, Mobilly shall separately indicate in the statement of transactions the price of the Trader's good or service, Mobilly commissions and fees and taxes or duties.
- 8.2. The Customer undertakes to independently follow the situation of the Payment Account and supplement his/her Payment Account as necessary, as well as not to exceed the monthly Credit Limit granted thereto. In the case of an overdraft, Mobilly shall be entitled to suspend the provision of its service to the Customer and

block the payment option between the Customer and the Trader. If the Credit Limit is exceeded at the moment of the provision of a service subject to a fee depending on the time accounting, the provision of such a service shall be suspended. The Customer acknowledges that he/she has been informed that, in relation to individual products or services, for example, Mobilly Automatic paid parking, Jūrmala city pass and other services, the Credit Limit available to the Customer may be increased automatically.

- 8.3. By the third business day of each month, Mobilly shall electronically prepare for the Customer a payment statement, Traders' invoice or Mobilly invoice for the transactions concluded during the previous calendar month which the Customer is obliged to pay for. Mobilly and the Customer agree that the invoice prepared by Mobilly or the Traders' invoice is submitted electronically and considered valid without a signature. Mobilly shall send invoices to the Customer's contact person specified in the Contract.
- 8.4. The Customer shall be obliged to make a payment to Mobilly according to the invoice issued thereby and appended to the statement of the Payment Account sent to the Customer and available on the Website, "E-invoice" section, by the 10<sup>th</sup> (tenth) day of each month, unless the Parties have agreed on another term. After the payment of the invoice, Mobilly may restore the Credit Limit set for the Customer, if such has been granted.
- 8.5. If the Customer has not paid the Mobilly invoice within the set time limit, Mobilly shall be entitled to apply a contractual penalty in the amount of 0.1% (zero point one per cent) of the outstanding amount for each day of delay, but not exceeding 10% (ten per cent) of the total amount of the invoice. Payment of the contractual penalty does not release the Customer from the fulfilment of obligations.
- 8.6. Mobilly shall be entitled to suspend the provision of the services to the Customer and decrease the Credit Limit to EUR 0.00, if the Customer delays payment of the invoice issued by Mobilly by more than 90 (ninety) days.
- 8.7. Any amount which is transferred in the Mobilly Account thus topping up the Payment Account shall be first used to cover the outstanding interest, followed by clearance of the negative Payment Account balance, followed by payment of the contractual penalty, and the amount remaining after the payment of contractual penalty shall be used to restore the Credit Limit, if such has been granted.
- 8.8. Mobilly shall be entitled to pay to the Trader for the Customer for the goods and services purchased by the Customer, but in such a case all the trader's rights of claim against the Customer shall pass on to Mobilly. Transition of these rights of claim shall be governed by the norms of the Civil Law determining cession of the rights of claim. In such a case, Mobilly shall be entitled to take all the necessary steps to recover the debt and to make sure that the Customer makes settlements with Mobilly, including Mobilly's right to transfer the Customer data and documents confirming the transaction and information for the recovery of debt to third persons, to submit data of the Customer-debtor for inclusion in the debtors' databases and such.

## 9. Rights, duties and liability of Mobilly

- 9.1. Upon the receipt of a text message or authorised request from the Customer's or User's phone number, Mobilly undertakes to account this transaction in the Payment Account, unless a technical fault because of a third party has taken place, and to inform the Trader that the Customer has made a payment.
- 9.2. If the available Credit Limit is insufficient or if the information included in the text message sent by the User is not sufficient, Mobilly shall be entitled to reject the transaction. Mobilly shall not be liable for losses or harm incurred by the Customer in this regard.
- 9.3. Mobilly shall provide the Customer with the statement of the transactions performed in the Payment Account. Statement is available on the Website after entry of the Customer access data.
- 9.4. Mobilly shall not be liable for the quality of the goods and services offered by the Traders. The Client shall be obliged to submit all the objections related to receipt of the goods or services, their quality or compliance to the Trader.
- 9.5. Mobilly shall not be liable for the prices of goods and services set by the Traders, changes thereof and notice of the Customer in this regard.

- 9.6. Should the Customer incur losses due to an unlawful activity, act, omission or intentional negligence of Mobilly, Mobilly shall only compensate the direct losses incurred by the Customer because of Mobilly's fault. Amount of the compensation of losses is limited by the amount of the total Credit Limit granted to the Customer at the moment of causing of the losses.
- 9.7. Mobilly shall be entitled to suspend or limit the Customer's activity in the system in the case if the Customer has failed to respond to the request of Mobilly and to submit information and documents which Mobilly as a financial institution is obliged to obtain according to the regulatory enactments of the Republic of Latvia.
- 9.8. Mobilly shall be entitled to suspend the Customer's activity in the system unilaterally, without prior notice in the case of a justified reason in the case of suspicion that the Mobilly system is used against the regulatory enactments, unlawfully, for fraudulent or money laundering purposes up to the moment Mobilly has been fully satisfied of the opposite. If the aforementioned information is confirmed, Mobilly shall be entitled unilaterally, without notifying the Customer, to make a decision on closing of the Payment Account or other actions, if required by competent institutions of public administration, inquiry institutions or court.
- 9.9. The Customer agrees that Mobilly is entitled to provide information to the Trader on the transactions performed by the Customer in relation to payment for the services provided or goods delivered by the Trader.
- 9.10. The Customer agrees that Mobilly is entitled to transfer information on the Customer's debt liabilities to Mobilly, as well as the right of recovery of the Customer's debt liabilities to the third parties.

## **10. Rights, duties and liability of the Customer**

- 10.1. The Customer shall be liable for the accuracy of the information provided to Mobilly, including that containing the task of the transaction, and for the losses and harm caused due to the provision of incorrect or insufficient information to Mobilly. Payment orders, orders and applications shall be executed based on the information provided by the Customer. Mobilly shall not be liable for the verification or expansion of the information provided by the Customer, and it shall not perform the correction or supplementation of the information provided by the Customer.
- 10.2. The Customer shall be liable for compliance with and execution of the Mobilly rules and the Traders' rules for the trade of goods and provision of services. Prior to the conclusion of the transaction, the Customer shall be obliged to independently familiarise himself/herself with the rules specified on the Website, as well as with the Trader's rules for the trade of goods and provision of services, which may be posted on the Website, mobile application, places of the trade of goods or provision of services or posted on the websites of the respective Traders or advertising materials and information booklets.
- 10.3. The Customer shall be liable for the correctness, completeness and accuracy of the information provided in the Application, Questionnaire and the documents attached thereto.
- 10.4. The Customer shall be obliged to immediately notify Mobilly on any changes with regard to the contact person indicated by the Customer in the Contract and the contact details.
- 10.5. The Customer shall be obliged to constantly maintain an updated list of its Users. Mobilly shall not be liable for the transactions performed by the Users, if the Customer has failed to update the list of Users, but the User has performed the transaction which the Customer has not authorised.
- 10.6. The Customer shall be liable for the provision of the amount of funds in the Payment Account sufficient for the payments (transactions) performed by the Customer and the Users.
- 10.7. Right after receipt of the access data, the Customer shall be obliged to make changes to the settings that determine the goods or services available to the Users and that are available after the entry of the Customer's identification data on the Website.
- 10.8. The Customer shall be liable for the transactions performed by the Users on behalf of the Customer, and the transaction cannot be cancelled after the sending of the command to commence the transaction. The transaction within which the service with applied fee depending on the time accounting is provided may be suspended, but not cancelled. The Customer shall not be entitled to demand cancellation of the transaction or

return of funds (increase in limit), if the transaction is performed according to this Regulation, except for in the cases where Mobilly has permitted such a transaction because of negligence or malicious omission. If the Customer wants to cancel the transaction, he/she shall be obliged to agree directly with the Trader on the cancellation of the transaction or alternative performance thereof.

## **11. Entry of the Contract into effect, its validity and changes**

- 11.1. The Contract shall enter into effect on the following business day, as soon as the Parties have mutually signed the Contract. If the Parties sign this Contract electronically by using an electronic signature recognised in Latvia, the latest date specified in the time stamp shall be considered the day of signing.
- 11.2. The Contract shall be entered into and remain effective for an indefinite period of time, unless the Parties have agreed on a different term.
- 11.3. Any of the Parties shall be entitled to unilaterally withdraw from the Contract upon written notice to the other party 30 (thirty) calendar days in advance.
- 11.4. If Mobilly makes amendments to the Regulation in accordance with the procedure stipulated in this section, and the Customer disagrees with the new amendments, the Customer may withdraw from this Contract as of the day of entry of the new wording of the Regulation into effect. The Customer shall notify Mobilly of withdrawal from the Contract in writing.
- 11.5. If any of the Parties withdraw from the Contract (the Contract is terminated), the Customer shall be obliged to make settlements with Mobilly according to the invoice prepared by Mobilly. If the Customer has additionally topped up the Payment Account, Mobilly shall withhold from the money additionally paid by the Customer, funds in the amount of the spent limit (by making offset), but transfers the balance to the Customer's account, from which these funds have been received.
- 11.6. Mobilly shall be entitled to unilaterally withdraw from the Contract with immediate effect in the case if the Customer delays the fulfilment of the obligations according to the invoices prepared by Mobilly for a period exceeding 15 (fifteen) calendar days.
- 11.7. An updated version of this Regulation shall be posted on the Website, and the Customer shall be obliged to familiarise himself/herself with this Regulation and comply therewith.
- 11.8. The Customer and Mobilly shall agree that Mobilly is entitled to amend this Regulation unilaterally at least 2 (two) weeks before the entry of the changes into effect by posting the new wording of the Regulation on the Website. The Customer shall be obliged to familiarise himself/herself with amendments to the Regulation. If, following the day of entry of the new wording of the Regulation into effect, the Customer continues to use Mobilly services, it is considered that the Customer has agreed to and accepted the Regulation, the Customer shall notify withdrawal from the Contract in accordance with the procedure stipulated in this chapter.

## **12. Objection and dispute resolution procedure**

- 12.1. Any objections and claims with regard to the payments or orders must be submitted to Mobilly in writing immediately, but not later than by the end of the current month after the date of transaction.
- 12.2. Any objections and claims with regard to the services, applications and contracts must be submitted to Mobilly in writing immediately or no later than within 90 (ninety) calendar days after the date of the transaction.
- 12.3. Mobilly shall examine the applied objection and provide a response within 30 (thirty) days from the day of receipt of the objection. If Mobilly finds that the objection concerns the Trader's goods or services and it does not concern the Mobilly services provided to the Customer, this objection shall be transferred to the respective Trader, of which the Customer is notified. In such cases, further communication in relation to the objection is to be performed between the Customer and the Trader.
- 12.4. The Customer acknowledges that he/she is aware of the fact that the duties of Mobilly as a financial institution according to the Contract shall be supervised by the Bank of Latvia.

- 12.5. All disputes which arise from the Contract and cannot be settled by means of mutual negotiation are to be adjudicated in the court of the Republic of Latvia according to the regulatory enactments of the Republic of Latvia.
- 12.6. This Contract shall be governed by the regulatory enactments of the Republic of Latvia.
- 12.7. The Contract has been concluded between Mobilly and the merchant which is not considered a consumer within the meaning of the regulatory enactments of Latvia, therefore it is not subject to the consumer protection requirements stipulated in the Consumer Rights Protection Law.

### **13. Force Majeure**

- 13.1. None of the Parties shall be liable for the losses caused by force majeure or similar circumstances, or by unforeseen interruption of the operation of Mobilly.
- 13.2. Mobilly shall not be liable for a transaction not having taken place with the Customer's funds, unreceived service or good because of the fault of any third party, including, but not limited to technical problems of the mobile phone operator.
- 13.3. Force majeure circumstances shall mean decisions or events of the public authorities, military action or terrorist activities, uprising or riots; pandemic, interruptions in operation of postal services, automatic data processing, data transmission and operation of other electronic means of communication or power supply, which may not be controlled by Mobilly; automatic data processing mistakes or interruption or delay in services provided by Mobilly because of fire or other acts of God; industrial activities, for example, strikes, lockouts, boycotts and blockades, regardless of the participation of Mobilly.
- 13.4. Force majeure or any of the aforementioned circumstances shall entitle Mobilly to suspend the provision of its services until further notice.
- 13.5. The Parties shall notify each other of occurrence of force majeure circumstances as soon as it is possible.