

## Mobilly Service Contract

### Mobilly contract registration No

### Customer Contract registration No

1. Mobilly service contract is concluded between Mobilly and Customer, and it 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 jointly comprise the Mobilly service contract. 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:

Name:  
Contact person:  
Telephone:  
E-mail address:  
Registration No:  
Registered address:  
Actual address:  
Representative/position:  
Telephone:  
Current account:  
Bank:

#### Mobilly:

**SIA "Mobilly"**  
**Ģirts Slaviņš**  
**1859**  
**info@mobilly.lv**  
40003654405  
Dzirnavu iela 91 k-3-20, Rīga, LV-1011  
Dzirnavu iela 91 k-3-20, Rīga, LV-1011  
Ģirts Slaviņš / procura holder  
+371 22001859  
LV02PARX0009726030004  
AS Citadele banka

### 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 grants a limit to the Customer's Operating Account to restrict the Customer's and its Users' transactions. The Parties agree that the limit granted to the Operating Account is the total amount of Limits granted to the Users, a maximum limit can be determined for the Customer.
- 3.4. 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. Limits.

4.1. Mobilly grants a single user limit to the Customer in the amount of 50.00 (fifty) euro a month, and is automatically restored after payment of the regular invoice.

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

- 5.1. Mobilly and the Customer agree that as of signing this Mobilly service contract form the Mobilly service contract regulations, which are in force at the moment of Contract conclusion, are applicable and that this Mobilly service contract form and Mobilly service contract regulations jointly form the Mobilly service contract.
- 5.2. Mobilly and the Customer agree that Mobilly is entitled to change Mobilly service contract regulations in compliance with the procedure specified in this Contract. Mobilly publishes a notification on amendments to the Regulations at its website, as well as sends a notification on amendments to the contact person's e-mail indicated by the Customer, 20 days before coming into force of the amendments. The notification is considered to be delivered to the Customer upon sending of the e-mail. Mobilly is not responsible if the Customer has not inspected its content, the contact person's address is invalid or any other reasons. The Regulations are published in Mobilly web site ([www.mobilly.lv](http://www.mobilly.lv)), section "Noteikumi un Līgumi" (Regulations and Contracts). In case of amendments, Mobilly publishes the new wording of the Regulations in the web site at least two weeks before their coming into force.

### 6. Representations and authorisations.

- 6.1. Mobilly and the Customer represent that the effective Mobilly service contract regulations have been introduced to the Customer, the Customer understand the requirements, fully agrees to them.
- 6.2. The Customer represents that upon Mobilly's request it will provide the required identity and due diligence 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, which Mobilly needs as a financial institution, and will provide information and documents allowing Mobilly to assess 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.

7. Contracting parties' signatures.

\_\_\_\_\_  
*/signature/*  
\_\_\_\_\_  
*/name, surname/*  
**Riga/date:** \_\_\_\_\_

\_\_\_\_\_  
*/signature/*  
\_\_\_\_\_  
*/name, surname/*  
**Riga/date:** \_\_\_\_\_