



RULES FOR OPENING AND SERVICING THE MERCHANT'S ELECTRONIC MONEY ACCOUNT

1. Terms used in these rules

- 1.1. **Price list** – Agreement section , in which the price and calculation procedure of Electronic money account services are specified.
- 1.2. **Redemption of electronic money** – an operation performed by Mobilly, during which electronic funds are removed from the Merchant's Electronic Money account and an amount of real money corresponding to these funds is paid to the Merchant.
- 1.3. **Issuance of electronic money** – an operation performed by Mobilly, during which an amount of electronic money corresponding to the previously paid real money is credited to the electronic money account of the Customer.
- 1.4. **Electronic money account** – an account in the Accounting system, which is opened for the Customer or Merchant and is used for accounting of Mobilly electronic money transactions in accordance with the procedures specified in this Agreement.
- 1.5. **Electronic money payments** – an activity initiated by the customer and the purpose of which is to make an electronic money transfer in favor of the Merchant. Mobilly ensures the execution of these payments in its Accounting system, regardless of the legal relationship between the client and the Merchant.
- 1.6. **Latvijas Banka** – supervisory authority, Latvijas Banka, address: K. Valdemara iela 2A, Riga; tel. +371 67022300, e-mail: info@bank.lv.
- 1.7. **Customer** - a natural person who has an Electronic Money account and who has purchased the Merchant's goods or services.
- 1.8. **Agreement** – Merchant's electronic money account maintenance and payment service provision agreement.
- 1.9. **Party** – Mobilly or Merchant or both together Parties.
- 1.10. **Mobilly** – limited liability company "Mobilly", registration number: 40003654405, legal address: Riga, Dzirnau iela 91 k-3 - 20, e-mail: info@mobilly.lv. Mobilly is a licensed electronic money institution with the right to provide payment services, registered in Latvijas Banka License Register with No. 06.12.04.415_528, whose activity is monitored by Latvijas Banka.
- 1.11. **Mobilly electronic money** – electronic money issued by Mobilly in exchange for real money and which serves as a means of payment between Customers and Merchants. Electronic money is redeemed by Mobilly in exchange for real money. The nominal value of Mobilly's electronic money is equated to euros and euro cents.
- 1.12. **Rules** – These rules for opening and servicing the Merchant's electronic money account.
- 1.13. **Reclamation** – Disputing an electronic money transaction initiated by the Customer or the Merchant.
- 1.14. **Merchant** – Party which has concluded an Agreement for the provision of electronic money account maintenance and payment services, and who uses the payment options offered by Mobilly within the scope of his economic activity.
- 1.15. **Accounting system** – a transaction accounting and control system maintained by Mobilly, in which the Merchant and Customer mutual transaction registration.
- 1.16. **Website** – www.mobilly.lv.

2. Opening an electronic money account

- 2.1. Before opening an Electronic money account, the Merchant shall provide Mobilly with the information requested and provided for in the regulatory acts, which would allow Mobilly to conduct an investigation of the Merchant, including identifying the Merchant and persons related to the Merchant (officials, owners, beneficial owners), to gain a true picture of the Merchant and related economic activity of persons, the origin of funds, the financial situation and to verify the exclusion of the Merchant or its related persons in the international sanctions lists.
- 2.2. The Merchant also undertakes during the term of the Agreement to immediately, but not later than within 30 (thirty) days, provide Mobilly with the requested information, which is necessary to verify the correctness of the information previously provided by the Merchant or to fulfill Mobilly's obligations provided for in regulatory acts.
- 2.3. The merchant submits or presents to Mobilly (in person or electronically) at least the following documents or information:
 - 2.3.1. A document certifying the establishment or legal registration of a legal entity (or a similar document);
 - 2.3.2. Information about the legal address;
 - 2.3.3. Identity document of the Merchant's representative;
 - 2.3.4. Information about the Merchant's beneficial owners;
 - 2.3.5. Correctly filled out the Partner questionnaire;
 - 2.3.6. Other documents upon Mobilly's request.
- 2.4. For the purposes of researching the Merchant and related persons, Mobilly has the right to obtain information about the identifying information of the Merchant or related persons from publicly available registers and databases. Mobilly points out that in accordance with the requirements of regulatory acts, Mobilly is obliged to make copies of the presented or obtained documents and store them in accordance with the requirements of regulatory acts, ensuring the confidentiality of information. Any research information, documents, their copies or other information related to the Merchant are stored for at least 5 (five) years after the complete termination of the mutual business relationship, or for a longer period in case the competent state authorities have ordered.
- 2.5. The Merchant confirms that it is aware of the liability stipulated in the regulatory acts for avoiding the provision of information requested for identification and research purposes.
- 2.6. As soon as the Merchant has submitted the documents and information specified in this Agreement or requested by Mobilly, and Mobilly is convinced of their compliance, Mobilly opens an Electronic money account for the Merchant within 3 (three) working days, notifying the Merchant electronically. If additional system configuration or system renewal is required to ensure electronic money transactions by Mobilly, the deadline for opening an Electronic money account may be extended for the time required for system configuration or renewal, but no more than 1 (one) month.
- 2.7. After opening an Electronic money account, the Merchant is entitled to use the Electronic money account only for the purpose specified in the Agreement.

3. Operation of the Electronic money account

- 3.1. In the Electronic money account, the Merchant can accept payments in the form of Mobilly electronic money from Customers - purchasers of the Merchant's services or goods.
- 3.2. The Electronic money account opened for the Merchant is not intended for the purchase of the electronic money and real money cannot be credited to the Merchant's Electronic money account. It is not possible to make an electronic money payment to another Electronic money account with the Merchant's Electronic money account.
- 3.3. Transfer of electronic money from the Customer's Electronic money account to the Merchant's Electronic money account takes place in the Accounting system, and Mobilly ensures the immediate execution of this payment as soon as the Customer has given the payment order.
- 3.4. At the Merchant's request, Mobilly can provide information about electronic money payments (purchase of service or goods) to the Merchant online.
- 3.5. If the fee for the service purchased by the Customer depends on the time of its use, Mobilly keeps track of the service time and executes the electronic money payment to the Merchant's account after the service time track has ended. If the Merchant, taking into account the specifics of its economic activity, needs information about the active status of the service used by the Customer, Mobilly ensures the availability of such information. A detailed procedure for exchanging

technical information may be determined by the Parties concluding an additional agreement.

- 3.6. Mobilly buys the electronic money in the Merchant's Electronic money once a month or, only in certain cases, once a week. Redemption of electronic money takes place on the next working day after the last working day of the previous month. Mobilly buys back all electronic money funds credited to the Merchant's Electronic money account from the first day of the previous month at 0:00 a.m. to the last day of the month at 11:59 p.m.
- 3.7. In the event that this Agreement is terminated, Mobilly's electronic money payments to the Merchant's Electronic money account will be suspended on the day of the termination, but the balance of the Merchant's Electronic money account will be bought back by Mobilly in accordance with the procedure set forth in Clause 3.6 of these Rules.
- 3.8. Electronic money is redeemed at its face value. The electronic money redemption fee is determined according to the Price List. The redemption fee is deducted at the time of redemption of electronic money.
- 3.9. The Merchant's funds, obtained from the redemption of the electronic money, are transferred to the Merchant's bank account specified in the Agreement by Mobilly within the term specified in the Agreement.
- 3.10. The bank commission fee for the transfer of funds to the current account of the Merchant's bank is covered by Mobilly.
- 3.11. If a Customer, who is considered a consumer in accordance with regulatory enactments, submits a justified Reclamation regarding electronic money payment, Mobilly shall refund the electronic money funds to the Customer within 10 (ten) days from the date of receipt of the Reclamation, deducting them from the Merchant's Electronic money account. If the Merchant's Electronic money account does not have sufficient funds to fulfill the Reclamation, Mobilly deducts them from the Merchant's Electronic money account as soon as possible, or prepares and submits an invoice to the Merchant, which the Merchant must pay within the term specified in the invoice. In the event of an unjustified Reclamation, the Merchant is obliged to prove information that would prove the just provision of the services or product to the Customer. If the information about the transaction is only available to Mobilly, Mobilly evaluates the transaction in accordance with the information at its disposal and makes a decision on returning electronic money to the Customer or rejecting the Reclamation. Mobilly accepts Customer Reclamations only in writing.
- 3.12. If Mobilly has returned Electronic money to the Customer based on the Reclamation, but the Merchant proves that the transaction has taken place and the Customer has received the product or service in proper quality and form, Mobilly shall refund the Merchant the funds for the disputed transaction by replenishing the Merchant's Electronic money account.
- 3.13. For transactions in the Electronic money account, Mobilly prepares a revenue summary and invoices for the Merchant, which are made available to the Merchant by the fifth day of the current month. The income summary is prepared for the period from the first day of the previous month at 0.00 until the last day of the month at 23.59. The revenue summary is also available at request on Website.
- 3.14. The revenue summary shall include at least the following information:
 - 3.14.1. Mobilly and Merchant registration data and payment details;
 - 3.14.2. A summary of the payments made (service, amount, period, etc.), as far as it is known to Mobilly;
 - 3.14.3. Revenues from electronic money transactions;
 - 3.14.4. Mobilly electronic money redemption fee;
 - 3.14.5. Other relevant information.
- 3.15. In cases where the Merchant uses additional services offered by Mobilly, the Revenue Summary also provides information about the additional services.
- 3.16. Funds in the Electronic money account, as well as funds due to the Merchant after electronic money redemption, are not considered a deposit and Mobilly has no obligation to calculate or pay interest or compensation for these funds. Deposit guarantee regulations are not applied to the Electronic money account and the Merchant's funds. Customer and Merchant funds are kept and accounted separate from Mobilly funds. Mobilly ensures the legal requirements for safe and secure custody of Customer and Merchant funds.

4. Copyright and related rights

- 4.1. The copyright to the Mobilly Accounting System and the computer programs used in it belong to Mobilly.
- 4.2. The right to use the Mobilly Accounting System or software is transferred to the Merchant only for the purposes specified in this Agreement. After the termination of the Agreement, the Merchant has no right to use the Accounting System or any part of it or the computer programs used in the system. After the termination of the Agreement, the Merchant is obliged to delete all computer programs related to the Accounting System, which are located on the Merchant's computers or other information systems.
- 4.3. The Merchant has no right to make any kind of changes to the Accounting System, its software, nor to copy, reproduce, transfer to third parties or otherwise distribute the Accounting System or its software without Mobilly's written consent.
- 4.4. During the term of the Agreement and five years after its termination, the Merchant or its related persons have no right to create a similar Accounting System and its software or to use the patents or know-how used by Mobilly without the written consent or license agreement of Mobilly.
- 4.5. Parties are independently responsible for licensing their software or other computer programs in accordance with the requirements of their developers.

5. Marketing and advertising

- 5.1. Mobilly, by receiving prior agreement from the Merchant, has the right to inform Customers and cooperation partners, place public advertisements, information or informative materials about the possibility of purchasing the Merchant's goods or services through Mobilly. If it is necessary to use the Merchant's logo, trademarks or other registered identification elements to provide the mentioned information, Mobilly coordinates their use with the Merchant. If the Merchant wishes to limit or establish special procedures for publishing the logo, trademark or other registered identification elements, Mobilly and the Merchant shall enter into an additional agreement on this.
- 5.2. The Merchant cannot set discriminatory rules for different payment methods and limit the acceptance of any payment method. The Merchant undertakes to inform existing and potential Customers and business partners about the possibility of purchasing the Merchant's services or goods using Mobilly services, by posting information at the place of service provision or the sale/delivery of goods (or at the place where the Merchant's representatives or agents offer the Merchant's goods or services) or on social networks. The Merchant has the right to use the Mobilly logo, product and trade marks and Mobilly's identity data (address, registration data, etc.) for these purposes, upon prior agreement with Mobilly. If Mobilly or the Merchant wants to agree on special terms of information distribution, the Parties shall conclude an additional agreement on this.
- 5.3. Mobilly or the Merchant has the right to demand the termination of posting or provision of information if it misleads existing or potential Customers or creates a wrong idea about the nature of the service, or infringes the rights or reputation of the other Party.
- 5.4. The Parties undertake to use the other Party's logo and other data only within the framework of this Agreement and to ensure that the logo and other data are not used in an offensive, illegal or compromising manner.
- 5.5. Each Party is independently responsible about to their own marketing and advertisement expenses.

6. Confidentiality

- 6.1. The Parties undertake to protect, not distribute and, without prior written agreement, not to transfer to third parties all or part of the documents related to the execution of this Agreement, their content; not to disclose information containing technical, commercial and any other information about the activity of the other Party or the content of this Agreement, as well as any other information that has become available to them during the execution of the Agreement or that can be considered a trade secret, except for the cases provided for in the laws and regulations of the Republic of Latvia .
- 6.2. Mobilly is entitled to provide information and documents related to the Customers and Merchants and the execution of this Agreement to Latvijas Banka at its request.
- 6.3. The privacy of Customers and their transactions is protected by the norms of the "Payment Services and Electronic Money Law", therefore Mobilly is entitled to provide Customer data only in accordance with the procedures specified in the regulatory acts. Merchant does not have right to transfer Customer data, which Mobilly transfers or presents to the Merchant within the framework of this Agreement, to related parties or third parties or to use it in any other way, except for internal accounting of the services provided or goods sold. If accounting is provided to the Merchant by an external service provider, Mobilly's written consent must be obtained for the transfer of data to the Merchant's external service provider. The Customer data confidentiality requirements apply to any information related to the Customer.
- 6.4. The Merchant communicates with Mobilly Customers only through Mobilly and with Mobilly's consent. The Merchant, in compliance with the rules of confidentiality of customer information and data set out in the regulatory acts, undertakes not to take any actions or measures to directly communicate, conclude transactions or provide financial services to Customers.
- 6.5. The Parties are mutually financially responsible and indemnify the direct losses incurred by the other Party due to violations of confidentiality rules, and also confirm that they have been introduced to administrative or criminal liability for unjustified disclosure of Customer data.
- 6.6. The provisions of this chapter are in force for unlimited time, even after the termination of this Agreement.

7. Entry into force and validity

- 7.1. Agreement comes into force, when it is signed by both Parties, and it is in force for unlimited time.
- 7.2. The order in which the Agreement comes into force:
 - 7.2.1. The Merchant familiarizes itself with the Agreement, Rules and the technical requirements necessary for the integration of Electronic money payments in the Merchant's systems;
 - 7.2.2. The Merchant signs the Agreement, thereby assuming the obligation to provide the necessary documents and information for the research of the Merchant;
 - 7.2.3. Mobilly evaluates the submitted documents and information, determining their compliance with the research requirements specified in the regulatory acts;
 - 7.2.4. Mobilly makes a decision about establishing a contractual relationship with the Merchant and signs the Agreement; in case of refusal Merchant is informed about it.
- 7.3. Each Party has the right to unilaterally terminate the Agreement by notifying the other Party in writing at least 60 (sixty) calendar days in advance.
- 7.4. The Parties have the obligation to settle up on the payments in case the Agreement is terminated.
- 7.5. Agreement can to be terminated immediately by sending a written notification to the other Party in accordance with the procedure specified in this Agreement, if:
 - 7.5.1. Mobilly has received an order from the state administrative authorities forbidding cooperation with the Merchant in servicing its electronic money account;
 - 7.5.2. The decision of terminating the Agreement is made by Mobilly on the basis of the Law on the Prevention of Money Laundering and Financing of Terrorism and Proliferation ;
 - 7.5.3. Mobilly determines that international sanctions have been imposed against the Merchant or its related persons, which prevent the continuation of mutual cooperation, or the Merchant is conducting transactions that violate the established international sanctions;
 - 7.5.4. The Merchant does not provide Mobilly with the information it needs to fulfill the research obligations provided for in the regulatory acts;
 - 7.5.5. The Merchant has lost the right to provide services or sell goods that were provided for in the Agreement;
 - 7.5.6. Due to the Merchant or its representatives, the delivery of the goods or the provision of the service is not provided to the Customers who have made the payment with Electronic money within the time period normally required for the delivery of the goods or the provision of the service, or within more than 5 (five) working days from the day of the transaction;
 - 7.5.7. The amount of Reclamations received for the Merchant's transactions exceeds 2% (two percent) of the total transaction amount of the previous month and, at the discretion of Mobilly, the Merchant does not take actions to reduce the amount of Reclamations;
 - 7.5.8. Mobilly is more than 45 (forty-five) days late for the deadline specified in Clause 7.3 of the Regulations for the transfer of the Merchant's funds;
 - 7.5.9. Mobilly has stopped the operation of the Accounting System and does not renew it for more than 45 (forty-five) days from the interruption of the operation of the Accounting System;
 - 7.5.10. The Merchant does not provide or update the essential information necessary for the sale of services or goods information for longer than 45 (forty five) days.
- 7.6. By terminating the Agreement access to the Accounting System, equipment and its software is terminated.

8. Data protection

- 8.1. Mobilly does not transfer to the Merchant data about Customers who have purchased the Merchant's goods/services using Mobilly.
- 8.2. Mobilly processes and stores the transaction data necessary to fulfill the requirements of the Agreement and the regulatory acts of the Republic of Latvia.
- 8.3. The principles of data processing, as well as Mobilly's contact information for communication on personal data protection issues, are set out in Mobilly's Privacy Policy, which is available on the Website.

9. Applicable law and dispute resolution procedure

- 9.1. In all matters not stipulated in this Agreement, the Parties shall act in accordance with the laws and regulations of the Republic of Latvia.
- 9.2. Any claims and requirements regarding electronic money account transactions or mutual relations between the Parties during the performance of this Agreement shall be settled by the Parties through negotiations. If the Parties fail achieve mutually acceptable solution, dispute is settled in accordance with the applicable laws of Republic of Latvia.

10. Liability

- 10.1. Mobilly is not liable for the Merchant's actions if he has refused to provide the service or sell the product to the Customer. All claims that may arise from

Customers or third parties in such cases, and which are submitted to Mobilly in this regard, are transferred by Mobilly to the Merchant for resolution.

- 10.2. It is the Merchant's duty to examine these claims and provide a substantive response within 30 (thirty) days. Mobilly has the right to receive information about the progress of the claim review and the prepared answers.
- 10.3. Mobilly is responsible for unsuccessful sale of a service or product only if the sale of a service or product was not possible due to Mobilly's fault. Mobilly's liability in this case is limited to directly provable damages incurred by the Merchant due to Mobilly's fault.
- 10.4. Mobilly is responsible for the correct registration of electronic money transactions in the Merchant's Electronic money account and their correct accounting.
- 10.5. The Merchant is responsible for canceling the electronic money transaction (returning the electronic money funds to the Customer) if the Reclamation submitted by the Customer is justified and the Merchant cannot prove the sale of the service or product. This provision is valid for at least 1 (one) year from the moment of the transaction, including if the Agreement is terminated during this year.
- 10.6. The Parties are not responsible for possible losses if the Merchant provides services or sells goods using electronic means of communication and their use was not possible due to a communication interruption or absence, or for other reasons beyond the control of the Parties.
- 10.7. Mobilly is not responsible for losses incurred by the Merchant if information provided to the Merchant regarding access to Mobilly systems is acquired by third persons due to the negligence or carelessness of the Merchant.

11. Force majeure

- 11.1. None of the Parties shall be liable for damages resulting from force majeure or similar circumstances or in the event of an unexpected interruption of the services provided by Mobilly.
- 11.2. Circumstances of force majeure include decisions or measures of state authorities, acts of war or terrorism, rebellion or unrest; interruptions in postal operations, automatic data processing, data transmission and other electronic means of communication, or power supply interruptions beyond Mobilly's influence or control; automatic data processing errors or interruption or delay of services provided by Mobilly due to fire or other natural disasters ; industrial action such as strikes, lockouts, pandemics, boycotts and blockades, whether or not the Parties participate in them.
- 11.3. Force majeure or any of the aforementioned circumstances gives Mobilly the right to stop providing its services to the Merchant and Customers until further notice, as well as gives the Merchant the right to stop selling services or goods to Customers.
- 11.4. Each Party shall notify the other Party of the occurrence of force majeure circumstances as soon as possible.
- 11.5. If the Parties determine that the circumstances of force majeure will last more than 30 (thirty) days, they agree for an alternative Agreement execution or about its termination.

12. Other rules

- 12.1. Mobilly has the right to transfer the responsibility of buying back electronic money to its representative, having previously received the consent of the Latvijas Banka. If the redemption of electronic money is performed by a representative, Mobilly will publish information about it on its website and, as far as possible, will inform the Merchant personally about the existence of such a representative. Mobilly informs that at the time of the conclusion of the Agreement, the persons who would be entitled to buy back Mobilly's electronic money have not been determined.
- 12.2. The Merchant cannot transfer the right to use the Electronic money account to third parties. If the person using the Electronic money account changes due to any circumstances (for example, the Merchant's reorganization), Mobilly must be notified at least 2 (two) weeks in advance. The user of the Electronic money account can be changed only after the complete research procedure has been completed by Mobilly.
- 12.3. The Merchant confirms that it will immediately inform Mobilly about any changes in the provided research, including identification, information, or in the information indicated in the Mobilly Partner questionnaire, and will provide documentation or information confirming the changes.
- 12.4. Parties have right to transfer the rights and obligations arising out of this Agreement only by acquiring agreement from the other Party beforehand.
- 12.5. Each Party is obliged to immediately notify the other Party of changes in the addresses, means of communication and payment details specified in the Agreement as well as changes in other relevant information that may affect the proper execution of the Agreement.
- 12.6. Parties independently calculate and pay taxes, including value added tax.
- 12.7. Mobilly is entitled to unilaterally make changes to the Agreement, including these Rules, by announcing the respective changes on the Website and publishing the new version of the relevant document at least 2 (two) weeks in advance. In the event that the Merchant does not agree with the amendments proposed by Mobilly, it has the right to terminate the Agreement within these 2 (two) weeks, observing the deadlines set in Chapter 7 " Entry into force and validity". If the Merchant does not announce his desire to terminate the Agreement within these 2 (two) weeks, the published amendments are considered accepted and they further regulate the mutual relations between the Parties.
- 12.8. Other changes to the Agreement must be made in writing as amendments to the Agreement, and they enter into force as soon as they are signed by the Parties.
- 12.9. All amendments, additions and annexes are integral parts of the Agreement.

In force by: February 1, 2023

In force to: Current version.