



DISTANCE SERVICE AGREEMENT (lunch)

The Service Provider and the Client, hereinafter collectively referred to as the Parties and severally as the Party, noting that as a result of the procurement procedure organised by the Riga State City Municipality (hereinafter referred to as the Municipality), the Service Agreement (hereinafter referred to as the Procurement Agreement) has been concluded between the Municipality and the Service Provider at the Institution on whose premises the Service Provider provides catering services in accordance with the terms of the Procurement Agreement, enter into this Agreement (hereinafter referred to as the Agreement) for the provision of lunch (breakfast) meals to the Educatees and the payment procedure for the Service provided.

1. Terms used in the Agreement

- 1.1. **Municipality** – Riga State City Municipality.
- 1.2. **Institution** – an educational institution of the Riga State City Municipality.
- 1.3. **Service** – catering (lunch) service for a Educatee of the basic or secondary education programme at the Institution.
- 1.4. **Service Provider** – a merchant providing the Service to the Institution.
- 1.5. **Educatee** – a child, pupil of the Institution who receives the Service.
- 1.6. **Customer** – a natural person, a parent or a person exercising custody of the Educatee, or an adult Educatee, or an employee of the Institution.
- 1.7. **Parties** – the Service Provider and the Customer.
- 1.8. **Mobilly** – a mobile application Mobilly available online that enables remote communication between the Customer and the Service Provider, as well as the opening of the Customer's electronic wallet (electronic money account), transactions and their accounting.
- 1.9. **Mobilly Account** – a Mobilly user profile created by the Customer in the app as well as an account available on the website mans.mobilly.lv to keep track of the transactions.
- 1.10. **Mobilly Wallet** – an electronic money account created in the app and used for electronic money transactions and their accounting in the app.
- 1.11. **Mobilly Operator** – the Limited Liability Company "Mobilly", registration No 4003654405, which operates as a licensed electronic money institution, is registered in the Licence Register of the Bank of Latvia under No 06.12.04.415_528, and whose activities are supervised by the Bank of Latvia.

Limited Liability Company "Mobilly" Distance service
agreement (lunch)

In force from 01.11.2025. (dd.mm.yyyy)

1.12. **Procurement Agreement** – a Service Agreement concluded between the Service Provider and the Institution as a result of the public procurement procedure of the Municipality.

1.13. **Mobilly User Agreement** – an agreement between the Mobilly operator and the Customer regarding the use of Mobilly services (Terms and Conditions for the Use of Mobilly Service).

1.14. **Mobilly Wallet Agreement** – an Agreement between the Mobilly operator and the Customer for the opening, servicing, transactions and accounting of the Customer's electronic money wallet account (electronic money account).

1.15. **Mobilly Application (app)** – an application software owned and maintained by Mobilly, that runs on smartphones, tablets.

1.16. **Agreement** – this distance agreement which the Customer enters into electronically with Mobilly for the purpose of making payments with the Service Provider.

1.17. **Catering Absence Request** – information provided by the Customer in due time (in the manner and within the time limit set out in the Agreement) about the planned withdrawal of the Educatee, an employee of the Institution from the Service on the relevant school day(s).

2. Subject Matter of the Agreement

The Agreement shall stipulate the payment procedure of the Parties for the Service provided to the Educatee or to an employee of the Institution, which shall be provided by the Service Provider in accordance with the requirements of the laws and regulations, the Procurement Agreement and the menu approved by the Institution.

3. Catering Absence Request for school days when the Service is not required to the Customer

3.1. The Customer shall, no later than by 09:00 on the day on which the Service is to be received, submit a Catering Absence Request in the Catering section, subsection **"Request an Absence"** of his/her Mobilly account, indicating the school day(s) (whole period, specific days, etc.) when the Service is not required for the Educatee.

3.2. The Customer can freely manage his/her requested absences and cancel them if necessary in the Catering section under "View Requested Absences" for his/her child (Educatee).

3.3. **The notification of the Educatee's absence to the Institution does not constitute the notification of the absence to the Service Provider** and does not exempt the Customer from the obligation to submit a separate Catering Absence Request in his/her Mobilly Account.

4. Settlement Procedure

- 4.1. In the Catering section of the Mobilly account, under the Educatee's (child's, pupil's) view, the information about the Service (name of the Service, educational institution), as well as the **Service price** – the set Service price per meal, including value added tax (VAT) is available.
- 4.2. The customer shall register in the Mobilly app and sign the Mobilly Wallet agreement.
- 4.3. The Customer shall top up the Mobilly Wallet using the offered top-up methods and his/her chosen amount, subject to the minimum balance set out in Clause 4.4 of the Agreement.
- 4.4. The Customer shall be obliged to maintain the Mobilly Wallet balance in the amount of at least one Service Price.
- 4.5. Settlements between the Customer and the Service Provider shall be made by a non-cash payment in accordance with the procedures set out in the Agreement and the Mobilly Wallet Agreement, and regarding the Service specified in this Agreement, i.e. by deducting funds equal to the price of the Service from the Mobilly Wallet for each study day, except for a day for which a Catering Absence Request has been received in accordance with the procedures set out in the Agreement.
- 4.6. On the day when the balance of funds available in the Mobilly Wallet **is less than the price of the Service, the Service is not available** and the Customer is informed about it.

5. QR code, its use and liability

- 5.1. The use of a QR code is intended for the case when the control of the receipt of the catering service is organised by the presentation of a QR code in the Institution attended by the Educatee. This is necessary for the Service Provider to ensure that the Customer has concluded the Agreement, has not submitted a Catering Absence Request and has paid on time.
- 5.2. If the Service Provider is able to organise and control the receipt of the Service in another way, the Service Provider may also decide not to use the QR Code for the provision of the Service.
- 5.3. The QR code is only an additional tool that facilitates the control and verification of whether a particular Educatee (child, pupil) is entitled to the Service (catering). The QR code is not intended and should not be used to keep accurate records of the Service and to collect money correctly, as the Service is made available to the Educatee before he/she uses the QR code (the meal is prepared for your child (the Educatee) before he/she comes to lunch).
- 5.4. After the Learner's registration, Mobilly creates a unique two-dimensional barcode (QR code) for each Educatee, which is available in the Catering section under "QR code" of the Learner's profile.
- 5.5. The QR code can be uploaded to the Educatee's smartphone or printed.
- 5.6. The Educatee shall present his/her QR code for validation (on a printout or smartphone) in order to receive the Service according to the Service delivery process organised by the Service Provider.
- 5.7. The Customer is responsible for the use of the QR code for its intended purpose.

5.8. The Service Provider shall not be liable for the transmission of the QR code to third parties.

5.9. In case of the QR code loss, the Customer shall be obliged to create a new QR code in the “QR code” section of the Educatee’s profile.

6. Final Provisions

6.1. The Agreement shall enter into force on the date of its signature, is concluded for an indefinite period of time and shall remain in force until the obligations of the Parties have been fulfilled.

6.2. If the Customer’s contact details change, the Customer shall be obliged to make changes in the Mobilly account.

6.3. In case the national or municipal laws and regulations regarding the changes in funding are adopted, or the price of the Service or other terms of the Agreement change, the Service Provider shall have the right to unilaterally amend the Agreement. The information on the intended amendments to the Agreement shall be sent to the Customer. The changes in the price of the service are also indicated in the service information in the specific Educatee’s (child’s, pupil’s) view and are freely available.

6.4. The Customer may send a reasoned complaint about the quality of the Service to the email address of the Service Provider within one month from the date of receipt of the relevant Service. The Service Provider shall investigate the complaint about the quality of the Service and send a reply to the Customer’s e-mail address within one month. The Service Provider is not responsible for the performance of the Mobilly User Agreement and Mobilly Wallet Agreement.

6.5. The Customer may terminate this Agreement and withdraw from the Service (hereinafter referred to as “Withdrawal”) at any time, without giving any reason, in the Catering section of his/her Mobilly account under the sub-section “Withdraw from the Service” provided that the Customer has paid the Service Provider in full for the Service provided.

6.6. In the event of Agreement termination, the Catering section is closed, but the Mobilly Wallet of the Customer (the Parent or other legal representative of the Educatee) continues to operate in accordance with the Mobilly Wallet Agreement and the Mobilly User Agreement, unless the Customer has deleted the User Profile. The balance of the Mobilly Wallet (if any) will be paid out as set out in the Mobilly Wallet Agreement.

6.7. If the Customer has paid for the Service in full, the Agreement shall terminate in the following circumstances on the date on which:

6.7.1. The Institution expels the Educatee and the Service Provider is informed about that;

6.7.2. The Customer withdraws from the service and submits a Withdrawal;

6.7.3. the Mobilly operator’s agreement with the Customer is terminated. In this case, the Customer’s Mobilly Wallet deposits are refunded in accordance with the Agreement between the Customer and the Mobilly operator;

6.7.4. the Mobilly operator's agreement with the Service provider is terminated. In this case, the termination of the Agreement shall not relieve the Customer of its obligation to pay the Service Provider for the Services received;

6.7.5. the agreement between the Municipality and the Service Provider for the provision of catering services in the Institution is terminated.

6.8. With regard to the processing of data of natural persons (the Educatee and his/her legal representative, and the Customer) within the meaning of the Law on the Processing of Personal Data and Regulation 2016/679 of the European Parliament and of the Council "On the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC":

6.8.1. The Service Provider shall act as the controller for the processing of the Customer's personal data by the Service Provider for the purpose of the performance of the Agreement;

6.8.2. The Service Provider shall process personal data manually and by automated means to ensure the performance of the Procurement Agreement and this Agreement.

6.9. The Parties shall not be liable for failure to perform, improper performance, or delay in performance of their obligations under the Agreement if caused by circumstances of Force Majeure that the relevant Party could neither foresee, nor prevent or influence.

6.10. Issues not regulated by this Agreement are governed by the Mobilly Wallet Agreement and Mobilly User Agreement, Mobilly Privacy Policy, which are freely available in the application and on the website www.mobilly.lv.

6.11. Any disagreements related to the Agreement the Parties shall settle by negotiation. If the Parties fail to reach an agreement, disputes shall be settled in the courts of the Republic of Latvia in accordance with the procedure established by the laws and regulations of the Republic of Latvia. The laws and regulations of the Republic of Latvia shall be applicable to the Agreement.

6.12. In the event of contradictions or uncertainties between the text of the Agreement in Latvian and a English language, the text in Latvian shall prevail.