



SIA "Mobilly" TERMS AND CONDITIONS FOR THE USE OF SERVICES

1. TERMS USED AND EXPLANATIONS THEREOF

Mobilly – Limited liability company „Mobilly”, unified registration No. 40003654405, which is operating as a licensed electronic money institution under the trademark „Mobilly”.

Terms and conditions – these terms and conditions for the use of Mobilly services.

Mobilly application - is a user software owned by Mobilly that operates on smartphones, tablet computers, e-readers and other devices. The applications are operating independently of other devices or systems. The official version of Mobilly application can be found here:

Android: <https://play.google.com/store/apps/details?id=lv.mobilly.android>

Huawei: <https://appgallery.huawei.com/#/app/C102219097>

iPhone: <https://itunes.apple.com/lv/app/mobilly/id511847269>

Mobilly system - a part of the Mobilly website that is closed to public access, and where the Customer can review the status of their Mobilly account or Mobilly payment account and performed transactions. Mobilly system is available, if the Customer uses the username and password issued solely to the respective Customer.

Mobilly account – Electronic money account of the Customer – a natural person – in Mobilly system, which is used for the registration of Mobilly electronic money transactions and identified by the telephone number, or a payment account of the Customer – a legal entity – registered in Mobilly system, where the registration of transactions of a Mobilly customer – legal entity – is performed.

Contract – Contract for the opening and maintenance of the electronic money account, which is concluded between Mobilly and natural persons by using remote means of communication, or Mobilly payment services contract, which is concluded between Mobilly and legal entities.

Paid Parking Lot – an area that is specially designed and equipped for parking a vehicle and the use of which, in accordance with the terms and conditions of its use, must be paid for by using a Mobilly or other method of payment. The area may belong to a private, as well as a public person.

Customer – a natural person, who has concluded a Contract with Mobilly and who has opened a Mobilly electronic money account, or a legal entity that has concluded a Contract with Mobilly and has opened a Mobilly payment account.

Authorised manager of the Paid Parking Lot – the owners of the land and objects, in the property of whom the areas of paid parking lots are situated. They or their authorised representatives either own or possess the parking lots, and the right to establish, manage, maintain, as well as to perform the control of the compliance with the terms and conditions of the use of paid parking lots has been delegated to them.

Website – website with the website address <http://www.mobilly.lv> or <http://mans.mobilly.lv>, owned by Mobilly.

2. GENERAL TERMS AND CONDITIONS

- 2.1. These Terms and Conditions govern the procedures for the use and payment for Mobilly services, including Paid Parking Lot, Jūrmala day pass, bus and train tickets, taxi services, electric car charging services and other services offered by proxy of Mobilly.

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- 2.2. These terms and conditions shall be mandatory for all Customers. The Customer completely agrees to these Terms and Conditions and admits them to be binding on them as of the moment, when the contract between Mobilly and the Customer is concluded.
- 2.3. These Terms and Conditions have been issued with the consideration of The Binding Regulation for the Management and Use of Paid Parking Lots of the Riga City Council No. 206 and internal rules of other authorised managers of Paid Parking Lots.
- 2.4. Terms and conditions of use of Paid Parking Lots shall be binding on the Customers. In the event of the violations of the aforementioned terms and conditions, Mobilly shall not assume any liability for the contractual penalties enforced against the Customer or any other action taken against the Customer by the authorised manager of the Paid Parking Lot.
- 2.5. Mobilly hotline for enquiries - 1859 shall not service the calls from Customers, if the identification of the telephone number of the Customer is impossible (hidden number).

3. CUSTOMER REGISTRATION IN MOBILLY SYSTEM

- 3.1. If a natural person intends to use Mobilly services, they must conclude a Contract with Mobilly for the opening of an electronic money account. Terms and conditions of the Contract for the opening of electronic money account are available here: <https://mobilly.lv/documents/mobilly-elektroniskas-naudas-konta-atversanas-un-apkalposanas-ligums/>
- 3.2. A natural person may conclude an electronic money account opening and maintenance contract by using remote means of communication in one of the following ways: a) calling to the telephone number 1859 or (+371) 22001859 from their mobile phone; b) sending an SMS message with the text JAUNS to the telephone number for enquiries 1859; c) by sending a registration command in Mobilly application, d) by registering on the Website. Regular business hours of Mobilly Customer Service are 8:00 a.m. to 8:00 p.m. on business days and 9:00 a.m. to 5:00 p.m. on Saturdays, however, it may be subject to change.
- 3.3. As soon as Mobilly receives an application for registration, where an intention to become a Customer has been expressed in one of the ways listed above, it is deemed that the person has agreed to the terms and conditions of the Contract and the Contract shall take effect.
- 3.4. If a legal entity intends to use Mobilly services, they must conclude a Contract with Mobilly for the opening of a Mobilly payment account. Read the Mobilly Payment Services Contract and the terms and conditions of the contract, here: <https://mobilly.lv/documents/mobilly-pakalpojumu-ligums-uznemumiem/>
- 3.5. The Contract with a legal entity shall be concluded in writing. By concluding a contract, the Customer - a legal entity - shall inform Mobilly on their representatives - Customers - natural persons -, who have been granted the right to use the services of Mobilly on behalf of a Customer - legal entity.
- 3.6. The Customer may access their Mobilly account and follow its status on the Website, by entering the telephone number linked to the Mobilly account and the password, as well as via the Mobilly application.
- 3.7. When using the Mobilly application, the Customer must monitor the updates of Mobilly application and maintain the current version of Mobilly application. Please be advised that during the use of older versions of Mobilly application, individual functions and processes may fail to launch or may not work properly.

4. TOPPING UP MOBILLY ACCOUNT AND COSTS (PRICE LIST) FOR NATUAL PERSONS

- 4.1. Opening and maintenance of Mobilly account is free of charge.
- 4.2. A Customer - natural person - may top up their Mobilly account in one of the following ways:

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- 4.2.1. By using Mobilly application or on the Website by using their payment card (Visa, Visa Electron or MasterCard), which has been issued by licensed credit institutions and financial institutions of the European Union, European Economic Area or Ukraine;
 - 4.2.2. By using Mobilly application or on the Website by using the supported Internet banking service connections;
 - 4.2.3. By using ApplePay vai GooglePay Mobilly application;
 - 4.2.4. If a payment card has been linked to a Mobilly account, by sending an SMS with the text TOP to 1859 (indicate the sum of Mobilly account top-up in the X space). The amount of top-up will be charged from the payment card account linked to the Mobilly account.
- 4.3. The minimum top-up amount of Mobilly account is EUR 3.00 (three euros, 00 cents).
- 4.4. The maximum top-up amount of Mobilly account is EUR 150.00 (one hundred and fifty euros, 00 cents).
- 4.5. The maximum permissible Mobilly account balance and transaction limit (per month) is EUR 150.00 (one hundred and fifty euros, 00 cents). If the Customer exceeds the limit of EUR 150.00 (one hundred and fifty euro, 00 cents), the Customer must provide Mobilly with the requested customer reference information in accordance with the terms of the Agreement and pursuant to the regulatory enactments of the Republic of Latvia.
- 4.6. If a payment card has been linked to a Mobilly account, a Customer - natural person - may connect automatic top-up of Mobilly account, by selecting it in the settings of Mobilly application, on the Website or by calling to Mobilly enquiries on 1859. Automatic top-up of Mobilly account shall be performed from the payment card linked to the Mobilly account, if the Mobilly account balance is lower than EUR 3.50 (three euros and fifty cents). If the automatic top-up of Mobilly account fails twice consecutively (for instance, due to insufficient balance on the bank account of the Customer), the automatic top-up of Mobilly account shall be disconnected and the Mobilly account shall not be topped-up automatically any longer.
- 4.7. If a payment card is linked to a Mobilly account and, when making the payment for the service, the Mobilly account is short of funds to the amount of at least EUR 3.00 (three euros, 00 cents), the money due shall be charged from the linked payment card. The exceptional cases, when the missing amount of funds that is lower than EUR 3.00 (three euros, 00 cents) will be charged from the linked payment card, are as follows:
 - 4.7.1. When making a payment for the parking lots, where the parking fee is fixed irrespectively of the period of use;
 - 4.7.2. When making a payment for Mobilly Automatic paid parking lot;
 - 4.7.3. When making a regular (recurring) payment, if the Customer has set such.
- 4.8. When paying for services and goods with Mobilly, a fee may be charged in addition to the price of the service or good, which may be included in the price of the good or service or charged separately, while reserving the right to grant various discounts to Mobilly Customers. For intercity public transport tickets, Mobilly applies a commission of 10% (ten percent) of the ticket price, subject of the provisions of this paragraph. Information on the application of the commission fee or discount is indicated at the time of purchase of the specific service or product in the Mobilly application or on the website.
- 4.9. The fee for the SMS messages that the Customer sends to Mobilly is a standard SMS fee in accordance with the tariffs established by the mobile operator of the Customer. The payment for the SMS sent shall be added to the invoice issued by Customer's telephone number operator.
- 4.10. The fee for a reminder, warning or response message that a Customer - natural person - receives from Mobilly in SMS format or for a reminder as a push notification in Mobilly mobile application is EUR 0.13 (zero euros and thirteen cents). It shall be charged from the Mobilly account of the Customer. When concluding a contract with Mobilly, the Customer agrees to the receipt of reminder, warning or response notifications from Mobilly and agrees to the notification fee indicated in this section. The Customer cannot refuse to receive the messages, notifications said in this clause. The content of warning notifications may, for instance, contain information that the balance of the Mobilly account is insufficient, that the balance account is about to expire, that the Customer has entered an incorrect SMS message command, that the payment for the Paid Parking Lot has been stopped,

- etc. The fee or any discounts, or other benefits applied, are listed in the Mobilly app under the selected paid parking zone or in the *Reminders* section of *Profile and Settings*.
- 4.11. The Customer may choose the regularity of the receipt of automatic reminder notifications by making changes to Mobilly application settings, Website or by calling to the enquiry hotline of Mobilly - 1859. The maximum possible duration of a reminder may not exceed 72 (seventy- two) hours.
 - 4.12. Mobilly financial transaction fee for a Customer - natural person, when paying the entry fee to Jūrmala is 5.5% (five point five percent) of the amount of the fee in accordance with the Jūrmala dome binding regulations governing the entry of vehicles into the special regime zone within the administrative territory of the Jūrmala.
 - 4.13. Mobilly financial transaction fee for a Customer – natural person, when making payments for Paid Parking lots is EUR 0.29 (zero euros, twenty-nine cents) to EUR 0.99 (zero euros, ninety-nine cents) depending on the amount of the transaction, in addition VAT is applicable when payment is made on a mobile phone bill. The financial transaction fee or its discount is indicated in the Mobilly app at the selected Paid Parking Lot zone.
 - 4.14. Mobilly financial transaction fee for a Customer – natural person, when making payments for a Paid Parking Lot situated in Estonia is EUR 0.32 (zero euros and thirty-two cents).
 - 4.15. Commission fee paid by the Customer to Mobilly for a false complaint is EUR 10.00 (ten euros, zero cents).
 - 4.16. When repurchasing the electronic money on Mobilly account pursuant to the order of a Customer, Mobilly shall be entitled to apply a repurchase fee in the amount of 4% (four percent) of the repurchased amount.
 - 4.17. The fee for Customer’s call to Mobilly hotline for enquiries - 1859 shall be applied by the mobile telephone number operator of the Customer.
 - 4.18. If Mobilly account is not used for more than 18 (eighteen) months, starting from the 19th (nineteenth) month, Mobilly account servicing commission in the amount of EUR 4.00 (four euros, zero cents) per month shall be withheld from the electronic money account, until the moment, when Customer restarts using Mobilly account. If the balance of Mobilly account after the deduction of the current Mobilly account servicing commission is EUR 0.00 (zero euros), the Mobilly account shall be closed.
 - 4.19. A negative balance may occur in the Mobilly account if, at the time of payment, there are insufficient funds in the Customer’s account to fully cover the payment of the service, goods, transaction fees, or other charges in accordance with Terms and Conditions therein. To ensure payment execution, a negative balance of up to 10 EUR is permitted, which is cleared when the Customer tops up their account. The Customer is obligated to immediately top up their Mobilly account. If the Customer fails to comply with the mentioned obligation, the Customer will be prevented from making payment for a new service.

5. TOPPING UP MOBILLY ACCOUNT AND COSTS (PRICE LIST) FOR LEGAL ENTITIES

- 5.1. Customer - legal entity - shall supplement Mobilly account according to their requirements by making a bank transfer to the current account of Mobilly indicated in the Contract, or, if the Customer has been granted a credit line under the Contract - by paying up the invoice received from Mobilly.
- 5.2. The maximum top-up amount of Mobilly account is EUR 150.00 (one hundred and fifty euros, 00 cents).
- 5.3. The maximum permissible Mobilly account balance is EUR 150.00 (one hundred and fifty euros, 00 cents). If a Customer - legal entity - intends to exceed the limit of EUR 150 (one hundred and fifty euros, 00 cents), the respective Customer must contact Mobilly and submit the requested information in accordance with the terms and conditions of the Contract.
- 5.4. When paying for services and goods with Mobilly, a fee may be charged in addition to the price of the service or good, which may be included in the price of the good or service or charged separately, while reserving the right to grant various discounts to Mobilly Customers. For intercity public transport tickets, Mobilly applies a commission of 10% (ten percent) of the ticket price, subject of the provisions of this paragraph. Information on

- the application of the commission fee or discount is indicated at the time of purchase of the specific service or product in the Mobilly application or on the website.
- 5.5. The fee for the reminder, warning or response message that a Customer - legal entity - receives from Mobilly in SMS format or for a reminder as a push notification in Mobilly mobile application is EUR 0.13 (zero euros and thirteen cents), excluding value added tax in accordance with the tax rate that is currently effective in the Republic of Latvia, which shall be paid in addition. When concluding a contract with Mobilly, the Customer agrees to the receipt of reminder, warning, response notifications from Mobilly and agrees to the notification fee indicated in this section. The Customer cannot refuse to receive messages, notifications said in this clause. The fee or any discounts, or other benefits applied, are listed in the Mobilly app under the selected paid parking zone or in the *Reminders* section of *Profile and Settings*.
 - 5.6. The Customer may select the regularity of these reminder service in the Mobilly app settings. The maximum duration of a reminder may not exceed 72 (seventy-two) hours. The content of warning notification may, for example, warn that the Customer is not permitted to pay on behalf of a Customer - legal entity, inform them regarding data entry error, etc.
 - 5.7. Mobilly financial transaction fee for a Customer - legal entity, when paying the entry fee to Jūrmala 5.5% (five point five percent) of the amount of the fee in accordance with the Jūrmala dome binding regulations governing the entry of vehicles into the special regime zone within the administrative territory of the Jūrmala, excluding value added tax in accordance with the tax rate that is currently effective in the Republic of Latvia, which shall be paid in addition.
 - 5.8. Mobilly financial transaction fee for a Customer - legal entity, when making payments for Paid Parking lots is EUR 0.29 (zero euro, twenty-nine cents) to EUR 0.99 (zero euro, ninety-nine cents) depending on the amount of the transaction, excluding value added tax in accordance with the tax rate that is currently effective in the Republic of Latvia, which shall be paid in addition. The financial transaction fee or its discount is indicated in the Mobilly app at the selected Paid Parking Lot zone.
 - 5.9. Mobilly financial transaction fee for a Customer - legal entity, when making payments for Paid Parking Lots that are situated in Estonia is EUR 0.26 (zero euros and twenty-six cents), excluding value added tax in accordance with the tax rate that is currently effective in the Republic of Latvia, which shall be paid in addition.
 - 5.10. Customer - legal entity - shall pay EUR 1,50 (one euro, fifty cents) to Mobilly for each instance of the use of the reservation payment service of Jūrmala entrance fee, where Mobilly makes the payment of Jūrmala entrance fee on behalf of a Customer - legal entity, excluding value added tax in accordance with the tax rate that is currently effective in the Republic of Latvia, which shall be paid in addition.
 - 5.11. Commission fee paid by the Customer to Mobilly for a false complaint is EUR 10.00 (ten euros, zero cents).
 - 5.12. The fee for Customer's call to Mobilly hotline for enquiries - 1859 shall be applied by the mobile telephone communications operator of the Customer.

6. PAID PARKING LOTS

- 6.1. For the list of Paid Parking Lots and tariffs, visit Website: <https://mobilly.lv/autostavvietu-apmaksu/>
- 6.2. Before entering the Paid Parking Lot, the Customer is obliged to read the Terms and Conditions of Paid Parking Lot use.
- 6.3. Payments for Paid Parking Lot services by Mobilly must be made immediately after parking the vehicle at the Paid Parking Lot, while being next to the vehicle.
- 6.4. Stopping of payment for the Paid Parking Lot service with Mobilly may be commenced after the return of the Customer to the Paid Parking Lot and while being next to the vehicle. After the payment has been stopped, immediately drive out of the Paid Parking Lot.

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- 6.5. Starting and stopping of payment for Paid Parking Lot services is possible for a certain period of time, furthermore, payment from one Mobilly account for the parking of several vehicles is also possible.
- 6.6. If, due to technical considerations, the Customer is unable to pay for the services of the Paid Parking Lot service by using Mobilly, the Customer must seek other types of payment for the Paid Parking Lot (for instance, parking meter, etc.), in accordance with the terms and conditions of Paid Parking Lot use.
- 6.7. The control of payments for the Paid Parking Lot service shall be performed by the authorised managers or controllers of the Paid Parking Lot, who shall check the fact of payment based on the registration number of the transport vehicle.
- 6.8. If the authorised manager or controller of the Paid Parking Lot detects that the payment for the Paid Parking Lot has not been made, the controller shall be entitled to act in accordance with the terms and conditions of parking lot. In this case, Mobilly shall not bear any liability for the losses incurred by the Customer as a result of their failure to perform their liabilities.
- 6.9. The commencement and stopping of payment for the Paid Parking Lot by means of Mobilly may be performed:
 - 6.9.1. **by using Mobilly application.** When making the payment via Mobilly application, the Customer must ensure that the payment for the Paid Parking Lot has been commenced. It has commenced, when the “time clock” is displayed and starts turning in the Mobilly application.
 - 6.9.2. **by sending an SMS message.** When paying by an SMS message, the Customer must read the content of the message received from Mobilly to verify that no technical error has occurred and the payment for the Paid Parking Lot has been commenced.

This service is available to the customers of the mobile communications operators of Latvia only. The procedure for the commencement and stopping of payment for Paid Parking Lot services is available here: https://mobilly.lv/question_types/sms-komandas/.
 - 6.9.3. The use of certain Paid Parking Lots can be paid up by a post-payment on the website www.mobilly.lv/mpay.
- 6.10. The answers to frequently asked questions regarding the payment for Paid Parking Lot services by Mobilly are available here: https://mobilly.lv/question_types/autostavvietas/

7. COMMENCEMENT AND STOPPING OF MOBILLY AUTOAMTIC PAYMENT FOR A PAID PARKING LOT

- 7.1. In Mobilly application, the Customer may select a transport vehicle regarding which Mobilly Automatic payment for Paid Parking Lot service must be performed automatically from the Mobilly account of the Customer by reading the registration number of the vehicle with the use of the parking lot camera.
- 7.2. If Mobilly Automatic settings have been activated for the vehicle, upon the entry to Mobilly Automatic paid parking lot, which is labelled by a special sign, the camera of the parking lot will read the registration number of the transport vehicle, and Mobilly will commence parking lot payment service from Mobilly account that has the Mobilly Automatic setting linked to the payments for the respective transport vehicle. The parking barrier, if the Paid Parking Lot is equipped with one, will open automatically. Visualisation of payment clock will be displayed in Mobilly application.
- 7.3. When leaving the Paid Parking Lot labelled as Mobilly Automatic, the camera will read the State registration number of the transport vehicle, Mobilly will check the account balance and suspend the payment, the parking barrier, if present, will be lifted automatically to allow the vehicle to leave the parking lot. If the balance of Customer’s Mobilly account is insufficient for the payment for the parking lot services, but a payment card is linked to Mobilly account, the missing payment sum will be charged from the payment card (including the cases, where the missing sum of money is less than EUR 3.00 (three euros, 00 cents)).
- 7.4. When leaving Mobilly Automatic Paid Parking Lot, it is the duty of the Customer to check that the payment for the Paid Parking Lot was successful, by checking the information in Mobilly application.

- 7.5. If the Mobilly Account balance is insufficient, and no payment cards are linked to the account, the Customer must supplement Mobilly Account or pay for the Paid Parking Lot by using another method of payment and leave the territory of the Paid Parkin Lot only after making the payment for the service.
- 7.6. **IMPORTANT:** Activation of Mobilly Automatic payment mode for the particular transport vehicle can be made simultaneously by one Mobilly account (Customer) only. It is the duty of the Customer to follow the vehicle regarding which the payment of Mobilly Automatic Paid Parking Lot is performed from the Mobilly account of the Customer. A Customer shall not be entitled to add a vehicle, which has not been transferred into legal possession of the Customer, in their Mobilly account.
- 7.7. For more information on Mobilly Automatic Paid Parking Lots, follow this link: <https://mobilly.lv/mobilly-automatic/>

8. JŪRMALA PASS

- 8.1. The Customers may perform the payment of the fee for the entry into the special regime zone of the city of Jūrmala by using Mobilly application or by sending an SMS message. The payment of the entry fee must be made before or after the entry into the special regime zone of the Jūrmala city, but no later than on the date of entry until 11:59 p.m. The Customer can may perform the payment of the fee for the entry into the special regime zone of the city of Jūrmala for the previous day if the Mobilly app provides this option.
- 8.2. In order to make Jūrmala entrance fee payment via Mobilly application, the Customer must select Zone J in Mobilly application, enter the registration number of the vehicle regarding which they wish to perform entry fee payment in the open zone view and press the button: "START".
- 8.3. To make Jūrmala entrance fee payment by an SMS message, the Customer shall send an SMS to the Mobilly hotline for enquiries - 1859, with the following text: START space AUTO space J, where: "AUTO" is the number of the vehicle regarding which the Customer wishes to make the Jūrmala entrance fee payment, "space" is a free space, "J" is the tariff zone, which stands for Jūrmala entry fee payment. EXAMPLE: START AA1111 J.
- 8.4. In the event of Jūrmala entrance fee payment, Mobilly Customer receives automatic notification in the form of SMS or push notification, which confirms successful fee payment and indicates validity period of the aforementioned registered pass. EXAMPLE: You have successfully purchased Jūrmala day pass for vehicle with the registration number AA1111, it is valid until 11:59 p.m. today without limitation of the frequency of entrance.
- 8.5. Customer can connect reservation payment service of Jūrmala entrance fee, which is not considered to be automatic Jūrmala entrance fee payment service, but is intended for the cases, where the Customer or the representative of the Customer - legal person - has not independently performed the payment of entry fee for the transport vehicle, which has entered special regime zone of Jūrmala city. Within the framework of this service, Mobilly, by 11:50 p.m. in following day, will perform Jūrmala entrance fee payment for the transport vehicles indicated by the Customer that have entered the territory of Jūrmala, and regarding which the payment of entrance fee has not been made by 11:30 p.m. on the following day. The Customer - a natural person can connect the Jūrmala entry fee backup payment service if it is available in the Mobilly app.
- 8.6. To use reservation payment service of Jūrmala entrance fee, the Customer - legal person - must use the Website to indicate telephone numbers and linked transport vehicles that this service is connected to. The list of telephone numbers and linked transport vehicles may be attached to the Mobilly account of the Customer - legal person, as well as by sending information to info@mobilly.lv.
IMPORTANT: The service shall be connected to a Customer - legal person - for indefinite period of time. The Customer themselves has the duty to regularly track the list of their transport vehicles and telephone numbers of representatives, regarding whom this service has been connected.
- 8.7. The connection of the reservation payment service of Jūrmala entrance fee does not release the Customer from the duty to independently make the payment of Jūrmala entrance fee, when entering the territory of Jūrmala city. Taking into consideration technical limitations, Mobilly shall not compensate the costs to the Customer, i.e. shall

not return the money for the provided service and Jūrmala entrance fee that has been paid for the vehicles of the Customer that have entered the territory of Jūrmala city and the drivers of which independently paid Jūrmala entrance fee from 11:00 p.m until 00:00 midnight.

- 8.8. In the event, where the balance on the Mobilly account of the Customer - legal entity - is insufficient to make the payment of Jūrmala entrance fee, Mobilly is entitled to grant a credit limit in the amount of the current amount of payment to the Customer - legal entity - to enable them to avoid an administrative penalty. In this case, the Customer - legal entity - has the duty to perform the payment of the granted credit limit immediately, after the receipt of Mobilly invoice.
- 8.9. The Customer - legal entity - is informed that the reservation payment service of Jūrmala entrance fee ensures the precision of 95% by reading the State number plates of transport vehicles. Mobilly shall not assume liability for any losses of the Customer, including, but not limited to administrative penalties, post-payment invoices, etc., that are generated due to incompatibility of data regarding transport vehicles that have entered the special regime zone of Jūrmala city and automatically registered number plates of transport vehicles.
- 8.10. The Customers may find answers to frequently asked questions regarding the payment for Jūrmala entrance fee by Mobilly here: https://mobilly.lv/question_types/jurmalas-dienas-caurlaide/#scroll:js-scroll-mobile

9. TRAIN TICKET

- 9.1. The Customer is able to obtain a public transport service provider JSC Pasazieru vilciens ticket by using a Mobilly application or Website. Please keep in mind that currently Mobilly **does not enable** purchasing of free tickets for children, tickets in increased comfort class carriages and trains with numbered seats.
- 9.2. A train ticket must be purchased before boarding the train. The train ticket is valid for travel in the types of transport vehicles indicated in the ticket, indicated route and time period that has been indicated in the ticket, however, the Customer must observe the procedure for the use of train tickets, including registration/validation procedure, established by the carrier (<https://vivi.lv/lv>) at all times.
- 9.3. Several train tickets may be purchased from one Mobilly account.
- 9.4. The train ticket purchased in Mobilly application is saved in Mobilly application and sent to the e-mail address indicated in Mobilly application, if the Customer has indicated so. Mobilly shall forward the train ticket purchased on the Website to the e-mail address indicated by the Customer in PDF format.
- 9.5. With the consideration of the provisions of Cabinet Regulation No. 599 "Procedures for the Public Transport Service Provision and Use Thereof" of 28 august 2012, Mobilly hereby informs that the Customer is entitled to return the purchased train ticket to Mobilly and to receive the amount of money to the value of 75% of the train ticket price, if the Customer shall inform Mobilly thereof no later than two hours before the commencement of the validity period of the ticket by calling the Mobilly hotline for enquiries - 1859.
- 9.6. The Customers may find answers to frequently asked questions regarding the purchase of ticket provided by JSC Pasazieru vilciens using Mobilly here: https://mobilly.lv/question_types/vilcienu-biletas/#scroll:js-scroll-mobile.

10. BUS TICKETS

- 10.1. The Customer is able to obtain an intercity bus ticket by using a Mobilly application or Website.
- 10.2. Mobilly shall send the purchased bus ticket to the e-mail address indicated by the Customer, or the ticket shall be saved on the Mobilly mobile application.
- 10.3. The ticket for an intercity bus must be purchased before boarding the bus at least 10 (ten) minutes before the departure. The intercity bus ticket is valid for travel in the types of transport vehicles indicated in the ticket, indicated route and time period that has been indicated in the ticket, however, the Customer must observe the procedure for the use of tickets established by the carrier at all times.

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- 10.4. The bus ticket purchased in Mobilly application is saved in Mobilly application and sent to the e-mail address indicated in Mobilly application. Mobilly shall forward the bus ticket purchased on the Website to the e-mail address indicated by the Customer in PDF format.
- 10.5. If the Customer has purchased a bus ticket that is subject to discounts, the Customer must demonstrate the documents that entitle them to use the discount (3+ card, disability certificate, etc.) to the bus driver together with the ticket.
- 10.6. With the consideration of the provisions of Cabinet Regulation No. 599 "Procedures for the Public Transport Service Provision and Use Thereof" of 28 August 2012, Mobilly hereby informs that the Customer is entitled to return the purchased bus ticket to Mobilly and to receive the amount of money to the value of 75% of the bus ticket price, if the Customer shall inform Mobilly thereof no later than two hours before the commencement of the validity period of the ticket by calling the Mobilly hotline for enquiries - 1859.
- 10.7. The Customers may find answers to frequently asked questions regarding the purchase of bus tickets by Mobilly on the website of Mobilly here: https://mobilly.lv/question_types/autobusu-biletas/#scroll:js-scroll-mobile

11. PURCHASING PUBLIC TRANSPORT TICKETS OF RĪGAS SATIKSME MUNICIPAL PUBLIC TRANSPORT OPERATOR

- 11.1. The Customer may purchase public transport QR code ticket of SIA "Rīgas satiksme" (Rīgas Satiksme, Ltd.) by using their Mobilly application.
- 11.2. The purchased public transport ticket shall be stored in Mobilly application.
- 11.3. Upon boarding public transport vehicle, the Customer must activate the purchased ticket by scanning the QR code installed in the vehicle with the Mobilly application or by entering the identification number of the public transport vehicle, which is provided below the QR code installed in the transport vehicle.
- 11.4. When using the public transport of SIA "Rīgas satiksme", the Customer must comply with the procedures for the use of tickets and terms and conditions established by SIA "Rīgas satiksme".
- 11.5. If the Customer has not purchased public transport ticket in advance and the Customer scans the QR code installed in the transport vehicle with Mobilly application, the Mobilly application will offer a one-step ticket purchase and activation.
- 11.6. For answers to frequently asked questions, visit: https://mobilly.lv/question_types/rs-qr-biletas/

12. DONATIONS

- 12.1. Only Customers of Mobilly - natural persons - may make donations by using Mobilly application. Minimum amount of donation is EUR 3.00 (three euros, 00 cents), maximum amount of donation is EUR 150.00 (one hundred and fifty euros, 00 cents).
- 12.2. For information on current beneficiaries that can receive Mobilly donations, visit: <https://mobilly.lv/ziedojami/#/katalogs/7/9>

13. OGRE DISTRICT RESIDENT CARD

- 13.1. Residents of Ogre Municipality may add their Ogre District Resident Card to their Mobilly account.
- 13.2. Adding of Ogre District Resident Card to Mobilly Account may be done in the following ways:
 - 13.2.1. By selecting "Ogre District Resident Card";
 - 13.2.2. On the website www.ogre.lv.
- 13.3. The residents of Ogre Municipality, who have added Ogre District Resident Card to their Mobilly account have the following payment options:

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- 13.3.1. An option of making payments with Ogre District Resident Card to certain merchants;
 - 13.3.2. An option of making payments for Mobilly services and goods from Mobilly account;
 - 13.3.3. An option of making electronic money transfers to other residents of Ogre Municipality, who have opened Mobilly account, in compliance with the limits of electronic money transfers established by Mobilly.
- 13.4. If Ogre Municipality Council has granted certain discounts for the residents of Ogre Municipality, for instance, discount on the public transport fees, receipt of municipality-funded meals at school canteen, etc., by making the payment by Ogre District Resident Card, the share of the transaction (payment) shall be charged from the Mobilly account of the respective Customer with consideration of the discount or relief amount granted to the Customer. The history of Mobilly account transactions shall include only the amount of transactions that have been paid for from Mobilly account, with consideration of discounts granted to the Customer.

14. PAYMENT FOR PUTO CAR WASH SERVICES

- 14.1. The Customers may use Mobilly account to perform payments for services offered by PUTO car washes operated by SIA "Puto franšīze".
- 14.2. When in the car wash box, the Customer must select the address and the number of the respective box in Mobilly application and select the payment amount. The minimum payment amount is EUR 0.50 (zero euros and fifty cents). When making the payment, the Customer must make sure to indicate the correct address and number of the car wash box in their Mobilly account. After making the payment, the paid and unused sum shall not be returned to the Customer
- 14.3. In the case of the Puto Express car wash service, the Customer must only select the car wash program in the Mobile application. The car wash is performed automatically according to the selected program.
- 14.4. For more information on the payments for PUTO car wash services click here: <https://mobilly.lv/puto-automazgatavas/>

15. ELECTRIC CAR CHARGING SERVICES

- 15.1. The Customer may pay for electric car charging services by using Mobilly application or other payment options, if the specific electric car charging station supports such option.
- 15.2. When using electric car charging services, the Customer has the duty to read and comply with the terms and conditions of electric car charging station use and payment for services, and to follow the signs installed at the station.
- 15.3. Answers to frequently asked questions associated with the payment for electric car charging services are available here: https://mobilly.lv/question_types/mobilly-e-uzlade/#scroll:js-scroll-mobile

16. REGULAR PAYMENTS

- 16.1. A Customer may set regular (recurring) payments for certain Mobilly services.
- 16.2. To select a regular payment, during the payment for a certain service in Mobilly application, the Customer must select the specific sum and mark "Create a monthly payment".
- 16.3. The Customer may select the regularity of payment performance (once per day, week or month), which depends on the selected merchant (service provider) and is not available for all services. For instance, if recurring payment for Donations is selected, the payment will be made once per month on the date, when the regular payment was connected, or, if the respective date during the respective month does not exist, - on the last date of the month.
- 16.4. Regular payments are made on business days from 9:00 a.m. - 8:00 p.m. If the date of regular payment is on Saturday, Sunday or national holiday, Mobilly may make the payment on the first business day after the respective Saturday, Sunday or national holiday.

- 16.5. If the balance of Mobilly account is insufficient and no valid payment card is linked to the Mobilly account, the regular payment will be cancelled and will not be continued in future.
- 16.6. The list of all active recurrent payments is available to the Customer in Section "Recurring Payments", after logging in on the Website. Regular payments may be cancelled at any time by selecting this section of the Website.

17. MAKING PAYMENTS BY USING THE OPTION OF PAYMENT WITH MOBILE OPERATOR BILL

- 17.1. Customers, who are customers of mobile operators of the Republic of Latvia, are able to pay certain services with the monthly mobile communications bill, considering the transaction amount limits and transition servicing fees determined by the operators.
- 17.2. To make the payment for the services provided by Mobilly via the invoice of a mobile communications operator, the Customer shall select the respective method of payment in Mobilly application next to the service that supports such method of payment, or send an SMS message with a command that provides for the addition of the service fee to the monthly invoice of the mobile operator.
- 17.3. When selecting this service, the Customer shall pay the mobile communications operator an additional fee for the performance of transaction, the amount of which shall be determined by the mobile communications operator. The aforementioned fee shall not be charged from the Mobilly account of the Customer, it will be added to the invoice of the mobile communications operator.
- 17.4. In the cases, where the Customer selects to make payment via the mobile operator invoice, but, during the payment process Mobilly receives information from the mobile operator that this transaction of the respective Customer is prohibited (for instance, the Customer has exceeded the monthly limit established by the mobile operator), the Mobilly shall be entitled to repeatedly add the service payments to the mobile operator invoice of the Customer until the moment, when the payment is successfully made. There is no time limit on this process, but, if the payment for a performed transaction cannot be added to the mobile operator invoice within 3 (three) months time, Mobilly shall be entitled to block Customer account until the moment, when the Customer meets their obligations against Mobilly, i.e., makes payments for the services.
- 17.5. A Customer cannot add the payment for the use of Paid Parking Lot service to the invoice of their mobile communications operator by calling on 1859.
- 17.6. Information on services that can be paid up by adding service fee to the mobile communications invoice is available here: https://mobilly.lv/question_types/maksajumi-pie-telefona-rekina/

18. OTHER SERVICES

- 18.1. The Customer may read about other services that can be paid up by Mobilly by visiting this section of the Website: <https://mobilly.lv/citi-pakalpojumi/>

19. MUTUAL CUSTOMER-MOBILLY RELATIONS DURING THE PAYMENT PROCESS

- 19.1. As soon as an SMS message is sent (or payment by Mobilly initiated in any other way) regarding the payment for a Paid Parking Lot, or payment for any other service, the minimum amount of payment for the use of the Paid Parking Lot is charged from Mobilly account.
- 19.2. When the payment for service is commenced or stopped, the Customer has the duty to check whether the payment has been commenced or stopped.
- 19.3. The commencement (START) and stopping (STOP) time of Paid Parking Lot payment is deemed to have been commenced/stopped as of the moment, when Mobilly has received the respective request from the Customer, not as of the moment, when the Customer has sent the request regarding that to Mobilly.

- 19.4. In the event, where a confirmation message regarding successful payment for the service fails to appear in Mobilly application, or, after the commencement of payment for the Paid Parking Lot, the time registration clock is not displayed in the Mobilly application, it shall be deemed that the payment for the service or for the Paid Parking Lot has not been made. In this case, the Customer is recommended to contact Mobilly to specify the cause of the problem.
- 19.5. Mobilly shall not assume liability for the losses of the Customer that have been incurred due to the failure of the Customer to wait until the notification that confirms payment for the service or until the moment, when time registration clock is displayed.
- 19.6. The user of a Paid Parking Lot must immediately react to the received free warning received by an SMS message from Mobilly. If required or in the event of queries, the Customer must contact Mobilly to specify the reason for the warning. Mobilly shall not assume liability for the losses incurred by the Customer as a result of failure to read the content of the warning message or failure to verify the status of payment commencement/stopping.
- 19.7. If the Mobilly account balance during the use of the Paid Parking Lot reaches EUR 0.00, the Mobilly shall stop payment for the Paid Parking Lot from Mobilly account. Mobilly shall warn the Customer thereof by sending an automatic notification that the Customer will receive in the form of an SMS message. To restart the payment for the Paid Parking Lot, the Customer must top-up their Mobilly account and start a new transaction by commencing a new payment.
- 19.8. When making an SMS message payment for certain services, the amount of service fee for which is fixed (for instance, payment for Jūrmala pass, Payment for Paid Parking Lot zones with fixed amount of fee irrespectively of the duration of the parking lot use, and post-payment zones), if the Mobilly account balance of the Customer is insufficient, and if the payment card is linked to the Mobilly account, the missing sum will be automatically charged from the payment card that is linked to the Mobilly account.
- 19.9. If a Customer - natural person - wishes to make payment for a service by using Mobilly as a representative of a Customer - legal entity, however, the Customer - legal entity - has not authorised the respective Customer to purchase certain goods or services on their behalf, or the account balance of the Customer - legal entity - is insufficient, the payment for the selected goods or service will be automatically charged from the Mobilly account of the Customer - natural person.

20. RIGHTS AND OBLIGATIONS OF MOBILLY AND THE CUSTOMER

- 20.1. The Customer shall have the duty to comply with the terms and conditions of the Contract and to follow the amendments to these Terms and Conditions.
- 20.2. Mobilly shall not assume any liability for the disruptions of service provision that were caused by the interruptions of mobile operator services, disruptions in the operation of mobile devices of the Customer, or any other conditions that are not dependent on Mobilly, as a result of which the Customer has failed to receive a confirmation of commencement or stopping of payment for the service.
- 20.3. Mobilly shall be entitled unilaterally and immediately to cease the provision of services to a Customer in the cases, where the Customer or their representative disrespectfully or rudely treats the employees of Mobilly or interferes with the operations of Mobilly in any other way. In this case, Mobilly shall notify the Customer on the termination of service provision, but the Customer shall have the duty to take required action (repurchase of electronic money, provision of information regarding the account that the money on the balance of the account must be transferred to, etc.) to recover the funds from the Account and close the Account within 2 (two) months after the notice.
- 20.4. Mobilly shall be entitled to unilaterally amend, correct and supplement these Terms and Conditions, as well as to change the fee for SMS messages and other services by giving at least two months in advance by notifying the Clients - natural persons, or at least two weeks in advance by notifying the Clients - legal entities, which shall be implemented by posting the information on Mobilly website www.mobilly.lv.

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21. MISCELLANEOUS

- 21.1. All disagreement related to the provision of Mobilly services shall be resolved by mutual negotiations between Mobilly and the Customer. Mobilly will respond to a Client's written complaint in accordance with Mobilly's Client complaint procedure, which is available on the web. If the parties fail to reach the agreement - the dispute shall be filed for adjudication to the court instance in accordance with the procedures provided for by the regulatory enactments of the Republic of Latvia.
- 21.2. Mobilly shall not have the duty to save the previous editions of the Terms and Conditions.
- 21.3. In the event of contradictions or uncertainties between the text of the Terms and Conditions in Latvian and a foreign language, the text in Latvian shall prevail.