General Terms and Conditions

Effective from: 01.09.2026

DEFINITIONS AND ABBREVIATIONS

Company – TigSiPay SIA, registered with the Register of Enterprises of the Republic of Latvia under unified registration number 40203344731, registered address: Skanstes iela 7 k-1, Riga, LV-1013, email address: info@tigsipay.com. TigSiPay SIA is an electronic money institution licensed in the Republic of Latvia, the activities of which are supervised by Latvijas Banka (the Bank of Latvia). The electronic money institution licence of TigSiPay SIA is registered with Latvijas Banka under No. 27-55/2024/3.

ATM – an automated device intended for the withdrawal of cash from the Account using the Card.

Price List – the price list approved by the Company setting out the Service Fees payable for the Services. The Company's price list is available on the Website.

CVC code – the Card security code issued together with the Card and used to identify the Client and to authorise Card Transactions where Card Transactions are carried out remotely.

Business Day – any calendar day other than a Saturday, a Sunday or an official public holiday under the laws and regulations of the Republic of Latvia. Up-to-date information on the Company's business days is available on the Website.

Business Hours – the time during a Business Day when the Company processes Transactions manually. The Company's business hours are specified on the Website.

Transaction – any actions carried out by the Client through the Internet Bank using the options and methods offered by the Company in the Internet Bank environment, including the making of Payments.

Authentication Tool - a third-party two-factor authentication solution accepted by the Company and connected to the Internet Bank (for example, Google Authenticator, Microsoft Authenticator, Authy, etc.). Use of the Authentication Tool is required in order to submit and confirm Payment Orders, as well as to log in to the Internet Bank for the purpose of submitting Payment Orders. In other cases, the Authentication Tool may be used as an additional security solution.

Username – the email address specified by the Client when registering the Client's profile in the Internet Bank, which, together with the Password, is used to identify the Client and to access the Internet Bank.

Password – a combination of digits, letters and symbols created by the Client in accordance with the requirements set in the Internet Bank when registering the Client's profile in the Internet Bank, which, together with the Username, is used to identify the Client and to access the Internet Bank. The Client is obliged to change the Password at least once every 6 (six) months.

PIN code – a unique numeric code created by the Client which is used to identify the Client and to access the Internet Bank in the Mobile App.

Login Credentials – the Client's personalised security credentials for logging in to the Internet Bank: (i) on the Website - the Username and the Password, (ii) in the Mobile App - the Username (email address) and the Password, or the PIN code.

EEA – the European Economic Area.

EU – the European Union.

Electronic money (e-money) – electronically stored monetary value representing a claim against the Company, which is issued upon receipt of funds (a deposit) into the Account, is recorded in the Account, may be used to make Payments and Card Transactions, and is exchangeable (redeemable) for funds, including by withdrawing cash at an ATM.

Consumer – a natural person who expresses a wish to acquire, acquires or might acquire or use goods, a service, digital content or a digital service for a purpose that is not connected with that person's economic or professional activity;

Application – the Client's application for the conclusion of the Service Agreement, including via the Verification Website, and for the opening or reinstatement of the Account, as well as other applications relating to the use of the Services or to the conclusion of the Service Agreement.

Internet Bank – the system for remote access to and management of the Services, including Payment Orders and other Transactions, via the internet. The Internet Bank may be accessed on the Website or in the Mobile App upon due authorisation with the Login Credentials.

Card Organisation — an international payment card organisation, such as Visa or Mastercard, which establishes and maintains the operating rules of the payment card organisation and ensures the issuing of payment cards and the processing of card transactions under a single system of card organisation rules.

Card – a payment card issued by the Company which may be used to carry out Card Transactions and which may be used as a physical (plastic) card or digitally. The Card may be linked to the Client's profile with Merchants that support remote payments with digital cards.

Card Transaction – a settlement made with the Card, including payment for goods and services, withdrawal of cash from the Account at an ATM and other operations.

Card details – the Card number, expiry date and CVC code, the Client's given name and surname, or the name of the legal person (where the Card has been issued to a legal person).

Client – a legal or natural person for whom the Company has opened an Account.

Account – the payment account or accounts opened by the Company in the Client's name and used for the execution of Payments.

Correspondent Bank – an intermediary bank that is required for the execution of Payments or with which the Company holds an account.

Parties – the Company and the Client jointly or each of them separately.

Payment (including an Instant Payment and an Internal Payment) — an act initiated by the Payer or the Payee with the purpose of transferring funds in EUR within SEPA, which is independent of any underlying obligations between the Payer and the Payee.

Instant Payment – a type of Payment in EUR within SEPA which is executed immediately or almost immediately (usually within a few seconds), irrespective of Business Hours. The Company executes Instant Payments in accordance with the Payment Service Limits, its technical capabilities and the requirements of the applicable Laws and Regulations. The Company is entitled to refuse or not to execute an Instant Payment where this is not possible for reasons beyond the Company's control or where it does not comply with the terms of the Service Agreement, which is executed immediately or almost immediately (usually within a few seconds), irrespective of Business Hours.

Internal Payment – a Payment in EUR between Clients of the Company whose Accounts are held with the Company.

Single Euro Payments Area (SEPA) - the single euro payments area within which payments in EUR are made under uniform rules between EU Member States, EEA states and other countries that have joined the SEPA scheme.

Payment Service Limits - the restrictions set by the Company or the Client on the number and volume of incoming and outgoing Payments that may be made in the Internet Bank within a given period of time, and the Card Transaction limits. The Payment Service Limits set by the Company are available on the Website.

Payment Instrument — a personalised device and/or set of procedures agreed upon between the Client and the Company and used by the Client in order to initiate a Payment Order. The Internet Bank, the Mobile App and the Card are deemed to be Payment Instruments.

Payment Order — the Client's instruction to the Company to execute a Payment.

Payer — a natural or legal person who makes a Payment.

Mobile App – the Company's software which enables access to the Internet Bank from a Smart Device and which may be downloaded free of charge from the Apple Store and Google Play. The Mobile App may provide a limited range of Services and content, which may change over time at the Company's discretion.

Payee — a natural or legal person who receives funds on the basis of a Payment.

Unauthorised Payment – a payment to which the Client has not given consent (in respect of which the Client has not submitted a Payment Order in the manner prescribed by the Service Agreement).

Laws and Regulations – the laws and regulations of the Republic of Latvia, including the Law on Payment Services and Electronic Money, other laws and regulations of the Republic of Latvia governing activities in the field of payment services, as well as directly applicable European Union legislation in the field of payment services and electronic money.

Service Fee – the fee payable by the Client to the Company in accordance with the Price List for the provision of the relevant Service, including for the processing of a Payment Order. A Service Fee may be one-off or recurring, in the form of a fixed amount, a percentage or a minimum fee.

Services – the services and products provided by the Company which are available in the Internet Bank and/or specified in the Price List.

Service Agreement – the General Terms of Business, the Price List, the Payment Service Limits, as well as any special terms of business and special price lists, where applicable.

Personal Data – any information relating to an identified or identifiable natural person within the meaning of the General Data Protection Regulation.

Card PIN code – the Client's personal identification number for Card Transactions carried out in person and at ATMs, which can be viewed in the Mobile App and in the Internet Bank. The Card PIN code is available for physical Cards only. Entry of the Card PIN code is used to confirm Card Transactions and is equivalent to the Client's personal signature.

Means of Communication – a telephone, electronic mail (email) or the Internet Bank which, in accordance with the terms of the Service Agreement, may be used for the exchange of information between the Parties. Information and notices provided for in the General Terms of Business and in the Laws and Regulations may be transmitted using the Means of Communication.

In order to receive and send information, the Client must ensure:

– a telephone for telephone communications and a telephone number registered in the Client's name;

– a Smart Device with the Company's mobile app installed and with an internet connection, and/or a computer with an internet connection and an up-to-date web browser for using the Internet Bank;

– a device with an internet connection and an email application or access to an email service for communication by email, and the Client's email address.

The telephone number and email address specified by the Client, as well as the profile created for the Client in the Internet Bank, are hereinafter jointly referred to as the Client's Means of Communication.

Sanctions – the restrictive measures laid down in the Law on International Sanctions and National Sanctions of the Republic of Latvia.

POS Terminal – a card acceptance device installed at a Merchant's outlet which enables payment with the Card.

Website – the Company's website https://tigsipay.com.

Merchant – a trader or other organisation that allows payment with the Card at its outlet. Confirmation that the Merchant allows Card Transactions is provided by the payment card symbols of the Card Organisation displayed at the outlet, which correspond to the Card Organisation brand shown on the front of the Card.

Smart Device – a mobile telephone (smartphone) on which the Mobile App is installed.

Verification Website – the website of the third-party provider of identification and identity document verification services used by the Company.

1. GENERAL PROVISIONS

1.1. The Company provides the Services in accordance with the Service Agreement.

1.2. The Application, the General Terms of Business, the Price List, the Payment Service Limits set by the Company, as well as all separate agreements between the Client and the Company on the receipt of the Services, form an integral part of the Service Agreement.

1.3. The terms of the Service Agreement, including the General Terms of Business, the Price List and the Payment Service Limits set by the Company, are published on the Website as downloadable documents in a durable medium format (for example, in PDF format), enabling the Client to download and save them for future use.

1.4. The Parties are entitled to agree on the application of special terms of business and a special price list which are not available on the Website. In such case, the special terms of business and the special price list are made available to the Client individually, in the manner agreed upon by the Parties.

1.5. If any provision of the General Terms of Business or of the Price List is repealed, this does not affect the validity of the remainder of the relevant document.

1.6. In the event of any ambiguity between the texts of one and the same document in Latvian and in other languages, the text in Latvian shall prevail.

1.7. During the term of the Service Agreement, the Client is entitled to receive, upon request, the terms of the Service Agreement or information on individual provisions of the Service Agreement.

1.8. The relationship between the Company and the Client is governed by the Service Agreement.

1.9. In all other cases not stipulated in the terms of the Service Agreement, the Parties shall act in accordance with the Laws and Regulations.

1.10. The section headings of the Service Agreement are included in the terms of the Service Agreement for clarity and convenience only and may not be used to interpret the meaning of the Service Agreement. The operation of the Service Agreement is to be interpreted in accordance with the Laws and Regulations.

1.11. All correspondence sent by the Company to the Client is deemed to have been received if the Company has sent it to any of the Client's Means of Communication, or to the Client's address specified in the Application, or to the declared address of a natural person or the registered address of a legal person.

1.12. All correspondence sent by the Client to the Company is deemed to have been received if the Client sends it via the Internet Bank, to the Company's registered address, to its official electronic address (e-address), or to an email address of the Company specified in the Service Agreement or on the Website. Where a special email address of the Company has been designated for a particular type of correspondence, the correspondence is deemed to have been received when it has been sent to that special email address.

2. CONCLUSION OF THE SERVICE AGREEMENT

2.1. The Service Agreement is concluded electronically.

2.2. The Service Agreement is deemed to have been concluded from the moment when the Client has submitted the Application on the Website or in the Mobile App, including having completed identification via the Verification Website and having accepted the General Terms of Business, and the Company has successfully completed the Client's identification, has approved the establishment of a business relationship with the Client and has opened the Account.

2.3. Before a distance Service Agreement is concluded, all terms of the Service Agreement and the required information are available on the Website in Latvian and in English to a prospective Client who is a Consumer.

2.4. By concluding this Service Agreement, the Parties confirm that:

2.4.1. before the Account was opened, the Company fully disclosed to the Client the information relating to the Services that may be provided on the basis of the Service Agreement and to the financial risks associated with them;

the Client has familiarised itself with the terms of the Service Agreement, including the General Terms of Business, the Payment Service Limits set by the Company and the Price List, understands them, is aware of the legal significance and consequences of concluding the Service Agreement, and agrees to the said terms;

2.4.2. before the Account was opened, the Company warned the Client of the risks of using the Means of Communication, in particular in cases where communication with the Company takes place without using the Internet Bank. Such risks include: infection of the Smart Device, computer or other device with spyware, computer viruses and other malicious software, leakage of commercial secrets, the impossibility of tracking a transmission and unauthorised access to it;

2.4.3. there are no legal impediments to the conclusion and performance of the Service Agreement.

2.5. By signing the Application and the Service Agreement, the Client confirms that:

2.5.1. the information provided in the Application is true, and undertakes to inform the Company thereof in writing without delay in the event of material changes;

2.5.2. the Client has provided complete and true information on the beneficial owners and undertakes to inform the Company thereof in writing without delay in the event of material changes;

2.5.3. the e-money held in the Account has not been obtained by criminal means and the Account will not be used for money laundering or terrorism financing;

2.5.4. the Account will not be used for carrying out other criminal or prohibited activities;

2.5.5. the Client has been informed of the liability for the provision of false information, including of criminal liability where the Client has knowingly provided the Company with false information about Transactions, the funds related thereto or the beneficial owners.

3. DUE DILIGENCE OF PROSPECTIVE AND EXISTING CLIENTS

3.1. Before concluding the Service Agreement (establishing a business relationship), the Company carries out due diligence on the prospective Client in accordance with the Laws and Regulations and the Company's internal rules. The Company is entitled to request information and/or documents from the prospective Client in order to carry out the due diligence and enhanced due diligence of the prospective Client, and the prospective Client undertakes to provide accurate, complete and true information within the time limit set by the Company.

3.2. Before the Service Agreement is concluded, a prospective Client will also be required to submit, via the Verification Website, a photograph of the prospective Client's face and an identity document. The identification of the prospective Client is carried out via the Verification Website in accordance with the Company's internal rules. If the prospective Client is a legal person, information and documents on its representatives and beneficial owners must be submitted via the Verification Website.

3.3. After the conclusion of the Service Agreement (the establishment of the business relationship), the Company is entitled to request information and/or documents from the Client for the purposes of ongoing monitoring of the Client's Transactions or updating of the Client's data, and the Client undertakes to provide accurate, complete and true information, as well as all documents requested by the Company, to the extent and within the time limit set by the Company.

3.4. The Company is entitled to request evidence from the Client in support of the information provided by the Client.

3.5. The Company is entitled to suspend the conclusion of the Service Agreement (the establishment of a business relationship), or to suspend or restrict the provision of the Services under an existing Service Agreement, including not to execute the Client's Payment Orders, for the duration of the due diligence of a prospective or existing Client, until the information and/or documents required in order to complete the due diligence have been received.

3.6. The Client undertakes to inform the Company of any changes in the information or documents previously provided. If the Client needs to update information that was submitted via the Verification Website, the Client shall send a request to atbalsts@tigsipay.com in order to receive a repeated request for information via the Verification Website.

3.7. If a prospective Client or a Client fails to fulfil the obligations set out in this section, or if the scope and quality of the information received is insufficient or inadequate, including where it does not enable the Company to carry out the required due diligence in accordance with the requirements of the applicable Laws and Regulations, the Company is entitled to refuse to conclude the Service Agreement (to establish a business relationship), to discontinue or restrict, in whole or in part, the provision of any individual Service, or to terminate the Service Agreement (to terminate the business relationship).

3.8. The Client is obliged to present and submit all documents requested by the Company which comply with the document execution requirements set by the Company and laid down in laws and regulations, including that the documents have legal effect, that copies are notarially certified and that the documents are legalised or apostilled.

3.9. The Client is responsible for the truthfulness and completeness of the information provided to the Company, and the Client is obliged to notify the Company without delay of any changes in the information concerning the Client and to submit the relevant documents. In the event of untimely, false or incomplete information being provided, the Client shall compensate the Company for all losses which it has incurred or might incur as a result thereof.

4. POWERS OF ATTORNEY

4.1. The Client may authorise a representative to act on the Client's behalf in relations with the Company. A person authorised by a Client who is a natural person may represent the Client in relations with the Company; however, the Company does not provide authorised representatives of natural persons with access to the Client's Internet Bank, except in the cases and to the extent laid down in the Laws and Regulations.

4.2. The authorisation must be appropriate in content and form – it must satisfy the Company's requirements and must set out the full and clear scope and term of the authorisation.

4.3. The Company is entitled to refrain from concluding the Service Agreement (establishing a business relationship) and from providing the Services for the period during which the authorisation is being verified.

4.4. If the person signing the Application on behalf of the Client is not authorised to represent the Client at the time of the conclusion of the Service Agreement, the signatory of the Application shall personally, as a natural person, assume all obligations under the signed Service Agreement. In the event of forgery of the signature or seal of the Client's representative or of other documents, where criminal proceedings have been initiated in respect of the fact of forgery, the Company is entitled not to pay out the e-money held in the Accounts until a court judgment in the matter has entered into force or the criminal proceedings have been terminated.

5. THE CLIENT'S ACCOUNT AND PAYMENTS

5.1. Following the conclusion of the Service Agreement, the Company services the Account in accordance with the Payment Orders submitted by the Client and the terms of the Service Agreement.

5.2. The Client submits Payment Orders using the Internet Bank. A Payment Order must be confirmed with the Authentication Tool.

5.3. The Company executes Payment Orders where there is a sufficient amount of e-money in the Account.

5.4. Payment Orders submitted by the Client which comply with the terms of the Service Agreement, the Price List and the Payment Service Limits and are not contrary to the Laws and Regulations are executed by the Company after the Payment Order is deemed to have been received in accordance with Clause 5.5 of the General Terms of Business and in accordance with the type of Payment: ordinary Payments are executed on the same Business Day, whereas Instant Payments and Internal Payments are executed immediately or almost immediately.

5.5. The point in time of receipt of a Payment Order is the moment when it is received by the Company. If a Payment Order is received after the end of a Business Day or on a day that is not a Business Day, it is deemed to have been received on the following Business Day. If the Parties have agreed that a Payment is to be executed on a specific Business Day, the day agreed upon is deemed to be the point in time of receipt of the Payment Order. The acceptance of Payment Orders ceases one hour before the end of a Business Day, and all Payment Orders received after that moment are deemed to have been received on the following Business Day.

5.6. The Client is obliged to specify the following details in a Payment Order:

5.6.1. the Payee's given name and surname or name;

5.6.2. the Payee's account number in IBAN format;

5.6.3. the bank identifier code (BIC) of the Payee's bank;

5.6.4. the amount of the Payment;

5.6.5. the purpose of the Payment.

5.7. The Client is responsible for the accuracy and completeness of the details specified in the Payment Order, as well as for the lawfulness of the Transactions carried out. The Client bears full responsibility for the Payment Orders submitted to the Company for execution.

5.8. The Company debits the requested amount of e-money from the Account only upon receipt of a Payment Order, in accordance with the details specified in the Payment Order and within the amount of the e-money held in the Account, except in the cases specified in Clause 5.9 of the General Terms of Business.

5.9. The Client authorises the Company to debit e-money from the Account without a Payment Order in the following cases:

5.9.1. the Commission Fee;

5.9.2. in the cases and in the manner laid down in the Laws and Regulations;

5.9.3. where, due to an error, an amount of money exceeding the Account balance has been paid out or transferred to the Client;

5.9.4. for set-off against the Client's obligations towards the Company;

5.9.5. in other cases provided for in the Service Agreement.

5.10. All Payment Orders are valid for 10 (ten) calendar days, except in cases where the Parties have agreed on a different procedure.

5.11. The Client is not entitled to revoke a Payment Order after it has been received by the Company, except in the cases specified in these General Terms of Business.

5.11.1. If the Parties have agreed that a Payment is to be executed on a specific Business Day, Payment Orders may be revoked no later than by the end of the Business Day preceding the day of execution of the Payment, unless agreed otherwise.

5.11.2. Upon expiry of the time limit set out in Clause 5.11.1 of the General Terms of Business, a Payment Order may be revoked only by agreement between the Client and the Company, obtaining, where necessary, also the Payee's consent.

5.11.3. The Company does not refund the fee charged to the Client for the revocation of a Payment Order if the revocation of the Payment Order does not result in the funds being recovered.

5.12. The Company may refuse to execute a Payment Order if:

5.12.1. its execution is contrary to the Company's internal rules;

5.12.2. its execution is contrary to the Laws and Regulations;

5.12.3. its execution is not possible for reasons beyond the Company's control;

5.12.4. there is insufficient e-money in the Account to execute the Payment;

5.12.5. it has been drawn up incorrectly or inaccurately;

5.12.6. the Client has not submitted the documents substantiating the Transaction which are required in order to carry out the checks referred to in Section 3 of the General Terms of Business;

5.12.7. the Client has reached the Payment Service Limits;

5.12.8. the terms of the Service Agreement would be breached.

If the Company refuses to execute a Payment Order in the cases referred to above, it shall, as soon as possible but no later than by the end of the following Business Day, make available to the Client in the Internet Bank information on the refusal and the reasons for it, as well as on the procedure for correcting the errors that gave rise to the refusal, unless a prohibition on providing such information is laid down in the Laws and Regulations.

5.13. In the cases referred to in Clause 5.12 of the General Terms of Business, the Company incurs no liability whatsoever for the non-execution of the Payment Order.

5.14. The Client understands and agrees that, when executing a Payment Order, the Company uses the services of third parties – Correspondent Banks. The Company incurs no liability for the non-execution or untimely execution of a Payment Order where this has occurred due to the fault or negligence of a Correspondent Bank or of other third parties.

5.15. The maximum execution time of a Payment Order is determined according to the type of Payment. Before executing a Payment Order, the Company provides the Client with information on the maximum execution time of the relevant Payment Order and on the applicable Commission Fee.

5.16. For the execution of Payment Orders, the servicing of the Account and other Services, the Client pays the Company Commission Fees in accordance with the Price List in force at the relevant time. The Client may familiarise itself with the Price List on the Website.

5.17. Once a Payment Order has been executed and the amount has been debited from the Account (an outgoing Payment) or the Company has credited the amount to the Account (an incoming Payment), the Company makes the following information on the Payment made available to the Client:

5.17.1. a reference enabling the particular Payment to be identified, and information on the payee of the Payment (in the case of an outgoing Payment) or on the Payer (in the case of an incoming Payment);

5.17.2. the amount of the Payment as debited from the Account (in the case of an outgoing Payment), or the amount of the payment as credited to the Client's account (in the case of an incoming Payment).

5.18. The information specified in Clause 5.17 of the General Terms of Business is available to the Client in the form of an Account statement in the Internet Bank.

5.19. The Client is obliged to review the Account statement at least 1 (one) time per month and to inform the Company without delay of any incorrectly or erroneously executed Payment, as well as of any Unauthorised Payment.

5.20. A Payment Order is deemed to have been executed correctly if it has been executed in accordance with the details specified in it by the Client (Clause 5.6 of the General Terms of Business). If the Client has specified incorrect details in the Payment Order, the Company is not liable for the non-execution or erroneous execution of the Payment Order. The Company is under no obligation to verify the accuracy of the Payment Order details specified by the Client.

5.21. The Company is liable only for direct losses incurred by the Client where a Payment Order has not been executed or has been executed erroneously through the fault of the Company. The Company is liable solely for a reduction in the Client's existing assets and is not liable for loss of expected profit. The Company assumes no liability in cases where a Payment has not been executed or has been executed erroneously due to circumstances beyond the Company's control.

5.22. No information or explanations provided by the Company regarding the terms of a Transaction may be regarded as financial advice or as a recommendation to enter into a Transaction, and they do not impose any obligations or duties on the Company.

5.23. For the opening and maintenance of the Account and for other Services provided in accordance with the terms of the Service Agreement, the Company receives remuneration in accordance with the Price List in force at the relevant time. For Services that are not included in the Price List but have been necessary in order to carry out the Client's instruction, the Company is entitled to determine appropriate remuneration, unless otherwise agreed with the Client.

6. TERMS OF USE OF THE INTERNET BANK

6.1. The Parties agree that the Client is entitled to carry out Transactions in the Account using the remote access facility – the Internet Bank.

6.2. The Login Credentials (the Username and the Password or the PIN code) are used to identify the Client and to access the Internet Bank.

6.3. The Client creates the Login Credentials upon concluding the Service Agreement and registering the Client's profile in the Internet Bank.

6.4. If the Client uses the Internet Bank for the submission of Payment Orders, logging in to the Internet Bank must be confirmed with the Authentication Tool.

6.5. The Client is responsible for the Client's Smart Device, computer and other devices and for the software used by the Client in order to log in to the Internet Bank; the Client is also responsible for the licensing or lawful use of the software used.

6.6. The Client is not entitled to disclose the Login Credentials to third parties. If, for any reason, the Client wishes to grant authorisation to a third party, the Company shall be informed thereof and an authorisation shall be submitted in accordance with Section 4 of the General Terms of Business; the Client confirms that it is aware of the possible legal consequences of such action.

6.7. If the Client becomes aware that, for reasons beyond the Client's control and/or against the Client's will, the Client's Login Credentials have become known or accessible to third parties, the Client is obliged to notify the Company thereof without delay. In such case, the Company shall block the use of the Internet Bank and suspend Transactions in the Account until the circumstances have been clarified.

6.8. If the Client has information or suspicions that a third party has obtained information enabling that party to dispose of the e-money held in the Account, the Client is obliged to inform the Company without delay in order for unlawful access to the Account to be stopped.

6.9. The Client assumes all risks and liability for losses arising:

6.9.1. if the Login Credentials become known to a third party;

6.9.2. in cases of erroneous or distorted transmission of a Payment Order, including errors or distortions caused by misunderstanding or by deficiencies or disruptions in the technical communications infrastructure, as well as in cases of unlawful acts of third parties, in so far as this has not occurred due to the gross negligence of the Company;

6.9.3. in cases of duplication of a Payment Order, in so far as this has not occurred due to the gross negligence of the Company;

6.9.4. if the Client has voluntarily transferred the Login Credentials or the use of the Internet Bank to a third party and that third party has operated the Internet Bank.

6.10. The Client is entitled to use the Services to the extent permitted under the terms of the Service Agreement and the Laws and Regulations.

6.11. The Company has the right, but not the obligation, to block the use of the Internet Bank at any time until the circumstances have been clarified, in cases relating to the security of the Internet Bank or to reasonable suspicion of unauthorised or fraudulent use of the Internet Bank. The Company is not liable for any losses that the Client may incur as a result of the blocking or restriction of the Internet Bank for the reasons referred to in this Clause of the General Terms of Business. In such case, the Company shall inform the Client, by sending a message to any of the Client's Means of Communication, of the blocking of the Internet Bank and of the reasons for it, where possible before the intended blocking of the Internet Bank, but no later than immediately after the blocking, except in cases where the provision of such information would compromise objectively justified security considerations or is prohibited under the requirements of the Laws and Regulations.

7. TERMS FOR THE ISSUING, USE AND SERVICING OF THE CARD

7.1. The Client is entitled to apply for a Card in the Internet Bank after the Account has been opened and the Service Fee specified in the Price List has been paid. In order to receive a Card, the Client must confirm the options offered in the Internet Bank (the type of Card – a physical or a digital card). The Client is entitled to order several Cards.

7.2. The Company is entitled to refuse to issue a Card without providing any justification for the refusal.

7.3. A physical Card is sent to the Client's address within the territory of the EEA. The Company is not liable for the acts or omissions of the postal service provider or of other third parties in the process of delivery of the Card. Before ordering a physical Card, the Client is obliged to make sure that the delivery address has been specified correctly and that delivery of the Card by post to that address will be possible.

7.4. A Service Fee in accordance with the Price List in force may be applied to the Client for the servicing of the Card, including for carrying out Card Transactions and for the issuing of a physical Card. These Service Fees are debited from the Account without a separate order or confirmation from the Client.

7.5. The Card PIN code is available in the Mobile App. The Card PIN code is available for physical Cards only.

7.6. The Card is the property of the Company and is transferred to the Client for use. Only the Client is entitled to carry out Card Transactions using the Card.

7.7. The Card may not be used for any unlawful purposes, including for the purchase and receipt of goods or services that are prohibited under the Laws and Regulations.

7.8. The Client is entitled to activate or deactivate Card-related functions independently in the Internet Bank, for example, use at an ATM, contactless payments or online payments (however, this right may not be used in order to stop the execution of Card Transactions that have already been confirmed in accordance with the procedure set out in Clause 7.14 of the General Terms of Business). Upon receiving a physical Card by post, the Client is required to activate the Card in the Internet Bank. In order to activate the contactless payment functionality, the Client must carry out a Card Transaction in person at a Merchant or at an ATM using the Card chip and entering the Card PIN code.

7.9. The Client may use a digital Card for payments at Merchants, and a physical Card for payments at Merchants and for cash withdrawals at ATMs.

7.10. The Company is entitled to determine the range of Merchants that do not accept the Card, as well as to identify Merchants for the payment of whose services or goods the use of the Card is not permitted.

7.11. If an incorrect Card PIN code is entered 3 (three) times in a row at an ATM, the ATM may retain the Card or the possibility of using it for cash withdrawals may be restricted. In such case, the Client must contact the Company in order to agree on the replacement of the Card or the restoration of its operation.

7.12. At the moment a Card Transaction is carried out, the Company is entitled to reserve (block) in the Account the amount of the Card Transaction and the applicable Service Fees in accordance with the Price List, until confirmation of the Card Transaction is received from the Merchant or the Card Organisation. Once confirmation has been received, the relevant amount and the Service Fee are debited from the Account. If confirmation is not received within the prescribed period, the amount blocked in the Account is released.

7.13. Card Transactions may be carried out only within the Account balance and the Payment Service Limits set. The Client is obliged to ensure that the Account holds a sufficient amount for the execution of the Card Transaction.

7.14. By confirming a Card Transaction, the Client gives consent to its execution in one of the following ways:

7.14.1. if the Card Transaction is carried out in a digital environment without the physical presence of the Card – by specifying the Card number, the Client's given name and surname, the expiry date and the CVC code (if the Merchant so requires) and by entering the security code sent by SMS and the 3DS security password (if the Merchant provides for this) at the Merchant's digital outlet (store) on the internet;

7.14.2. if the Card Transaction is carried out with the physical presence of the Card – by inserting the Card into a POS Terminal at the Merchant's outlet (store) and entering the Card PIN code;

7.14.3. if the Card Transaction is carried out in a digital environment without the physical presence of the Card – by holding the Card close to a POS Terminal at the Merchant's outlet (store) that supports contactless payments, where the transaction amount does not exceed the limit applicable to contactless payments under the Payment Service Limits;

7.14.4.

7.15. Before confirming a Card Transaction, the Client must verify the accuracy of the Card Transaction amount and of the other details specified.

7.16. Once a Card Transaction has been confirmed in one of the ways referred to in Clause 7.14 of the General Terms of Business, consent to the Card Transaction cannot be revoked.

7.17. If a Card Transaction is carried out in a currency other than euro, the applicable currency exchange rate (reference exchange rate) is the rate set by the relevant Card Organisation which is in force on the day on which the Card Transaction is processed. Changes in the currency exchange rate are applied immediately and without prior notice. The Company additionally applies the currency conversion mark-up specified in the Price List. Information on the currency exchange rate applied and on the currency conversion mark-up is made available to the Client in the Internet Bank at the same time as the e-money is debited from the Account.

7.18. The Company is entitled to refuse a Card Transaction or to block the Card in the following cases:

7.18.1. the Account balance is insufficient for the Card Transaction and the related fees;

7.18.2. the Payment Service Limits are exceeded;

7.18.3. the use of the Card has been suspended or restricted, or the Card has been declared invalid;

7.18.4. the Card has expired;

7.18.5. the Card is damaged;

7.18.6. identification of the Client is not possible or is unsuccessful (including where an incorrect Card PIN code, 3DS security password, security code or CVC code has been entered);

7.18.7. there is suspicion of unauthorised or fraudulent use of the Card;

7.18.8. the Company has received incomplete, incorrect or contradictory information about the Card Transaction;

7.18.9. telecommunications services are unavailable or there are other technical problems;

7.18.10. the business relationship with the Client has been terminated;

7.18.11. in other cases provided for in the Laws and Regulations and in the rules of the Card Organisations.

7.19. The expiry date of the Card is indicated on the Card and in its digital image in the Internet Bank. After the expiry date, the use of the Card is not permitted; a physical Card must be destroyed. Both the physical and the digital Card become inactive. Before the expiry date, the Company may produce a new Card and charge the Service Fee for its production specified in the Price List. If the Client does not wish to receive a new Card, the Client must inform the Company thereof in the Internet Bank at least 2 (two) months before the expiry date of the Card.

7.20. The Client may request the closure of the Card at any time using the Internet Bank.

7.21. The Client is not entitled to transfer the Card, including a digital Card, to third parties, or to disclose the Card PIN code, the CVC code or other Card details. The Client is obliged to keep the Card in a secure manner, preventing third parties from accessing the Card details. If the Client makes the Card details or the Card PIN code readily accessible to third parties (for example, by keeping a written note of the Card PIN code together with the Card), this is deemed to constitute gross negligence and the consequences set out in Clause 7.33 shall apply.

7.22. If the Card or the Card details have been lost, used unlawfully or have come into the possession of a third party, or if the Client suspects such circumstances, the Client must block the Card in the Internet Bank without delay. If access to the Internet Bank is not possible, the Client must immediately suspend the operation of the Card and, where necessary, report the unlawful acquisition of the Card or of its details by a third party by calling +371 2000 6088 or writing to info@tigsipay.com. Upon receipt of such notification, the Company will suspend the operation of the Card without delay, within its business hours.

7.23. The Company has the right, but not the obligation, at any time and without prior notice, to block the use of the Card or to suspend or restrict the operation of the Card or of its functions (for example, payments in other countries or contactless payments) until the circumstances have been clarified, in cases relating to the security of the Card or to reasonable suspicion of unauthorised or fraudulent use of the Card. The Company is not liable for any losses that the Client may incur as a result of the blocking or restriction of the Card for the reasons referred to in this Clause. In such case, the Company shall inform the Client, by sending a message to any of the Client's Means of Communication, of the blocking of the Card or of the suspension or restriction of the operation of the Card or of its functions and of the reasons for it, where possible before the intended blocking, suspension or restriction of the Card, but no later than immediately after the blocking, suspension or restriction, except in cases where the provision of such information would compromise objectively justified security considerations or is prohibited under the requirements of the Laws and Regulations.

7.24. The Client is obliged to check the Account and the statement of Card Transactions carried out with the Card regularly, but not less than 1 (one) time per month. If an unauthorised Card Transaction is identified (i.e. a transaction to which the Client has not given consent) or an erroneous Card Transaction (i.e. a transaction in the execution of which an error is identified), the Client must block the Card without delay in accordance with the procedure set out in Clause 7.22 of the General Terms of Business.

7.25. Upon identifying the Card Transactions referred to in Clause 7.24 of the General Terms of Business, the Client must submit a claim in the Internet Bank without delay, specifying the details of the disputed Card Transaction and the circumstances substantiating the Client's claim. A Card Transaction is not deemed to be erroneous if the error has arisen at a stage of the execution of the Card Transaction which is not controlled by the Company. Claims are not examined if they are submitted later than 13 (thirteen) months after the e-money was debited from the Account, and the Company is not liable for losses relating to such Card Transactions.

7.26. If the Client has claims regarding a Card Transaction to which the Client has given consent (in relation to the quality, delivery, return, etc. of the goods or services purchased), the Client is obliged first to attempt to resolve the dispute with the Merchant. A claim may be submitted to the Company only if the Merchant refuses to cooperate or does not remedy the losses. Where possible, the Company may contact the Merchant (the payee); a refund of the payment is possible only with the consent of the Merchant (the payee) and cannot be guaranteed.

7.27. The Client may submit claims regarding Card Transactions in the Internet Bank, and the Company will examine them in accordance with the procedure laid down by the Card Organisations. The Client is informed of the progress of the examination of the claim within 15 (fifteen) business days after receipt of the claim and of all the required documents. A reply or information on further action is provided within 30 (thirty) business days. A claim is deemed to have been received on the Business Day following its submission and the attachment of all documents.

7.28. During the examination of a claim, the Client is obliged to cooperate with the Company and to provide the information and documents requested.

7.29. The Company is liable for losses caused to the Client in the event of unauthorised Card Transactions only where such Card Transaction has not been confirmed in one of the ways referred to in Clause 7.14 of the General Terms of Business.

7.30. The Company shall compensate the losses without delay, but no later than by the end of the following Business Day, by refunding the amount of the unauthorised or erroneous Card Transaction in accordance with the procedure laid down in the Laws and Regulations, except in the cases referred to in Clauses 7.33 and 7.34 of the General Terms of Business. In the case of claims that do not relate to unauthorised or erroneous Card Transactions, the compensation of losses is made within 5 (five) business days from the moment when the claim has been recognised as justified and the disputed amount has been irrevocably received in the Company's account. The compensation of losses does not in itself constitute an admission of liability by the Company; the Company is entitled to continue its internal investigation also after the compensation has been made.

7.31. If, in the course of the examination of a claim, the Company forms reasonable suspicions of unlawful conduct on the part of the Client, or if the Client repeatedly fails to provide the information requested, the Company is entitled to refuse to examine the claim and/or not to make a refund until the circumstances have been clarified.

7.32. If the investigation establishes that the Client's claim is unfounded and the Company has already compensated the losses, the Company is entitled to debit from the Account the amount of the Card Transaction and the Service Fee for the examination of an unfounded claim.

7.33. The Company is not liable for unauthorised Card Transactions that have taken place:

7.33.1. where the Client was aware of the loss of the Card or of the Card details or of their coming into the possession of a third party, but did not report this in accordance with the procedure set out in Clause 7.22 of the General Terms of Business;

7.33.2. where the Client knowingly disclosed the Card details (for example, the Card PIN code, the CVC or the 3DS security password) to third parties;

7.33.3. where the Client failed to comply with the notification period set out in Clause 7.25 of the General Terms of Business.

The conduct of the Client described in this Clause is deemed to constitute gross negligence, and the Company is under no obligation to compensate the losses incurred.

7.34. The Company is not liable for losses incurred by the Client:

7.34.1. due to incorrect or inaccurate entry of the Card details when carrying out a transaction;

7.34.2. due to communication or technical disruptions;

7.34.3. if a Merchant refuses to accept the Card;

7.34.4. due to the quality, delivery, return or similar matters concerning goods or services purchased by means of a Card Transaction;

7.34.5. as a result of restrictions applied by third parties which may affect the procedure for the execution of Card Transactions;

7.34.6. due to disruptions in the operation of the Card Organisations, card transaction processing centres or other institutions involved, which may affect the operation of the Card or the Company's ability to provide the Services.

7.35. Other legal relations between the Company and the Client relating to the issuing, use and servicing of the Card which are not stipulated in these General Terms of Business are governed by the rules of the Card Organisations, in so far as they are not contrary to the Laws and Regulations.

8. DISPUTES AND JURISDICTION

8.1. Disputes and disagreements that may arise between the Company and the Client are resolved by way of negotiation, but if the Parties fail to reach an agreement, disputes are resolved in court in accordance with the procedure laid down in legal acts.

8.2. The Client may submit a complaint regarding the Services provided in accordance with the Company's Complaint Submission and Handling Procedure published on the Website.

8.3. In respect of claims regarding Card Transactions, the provisions of Section 7 of the General Terms of Business additionally apply.

8.4. In respect of claims regarding the purchase of digital goods in the Mobile App, the provisions of Section 13 of the General Terms of Business apply.

9. PROCESSING OF PERSONAL DATA

9.1. The Company processes Personal Data in accordance with the Company's Privacy and Cookie Policy published on the Website.

9.2. In accordance with the requirements of the Laws and Regulations, the Company guarantees the confidentiality of the Client's identity, Accounts and Transactions.

9.3. The Company is entitled to record and store telephone conversations and other written or oral information received in the course of communication between the Company and the Client, for the purpose of fulfilling the requirements of the Laws and Regulations, improving the Services or training the Company's employees.

9.4. By signing the Application and the Service Agreement, the Client confirms that:

9.4.1. the Client has been informed that the Personal Data requested and collected by the Company is necessary for the performance of the obligations laid down in the Laws and Regulations;

9.4.2. the Client has been informed, in accordance with the procedure laid down in the Laws and Regulations, of the possibility of accessing the Personal Data on natural persons obtained by the Company and of the possibility of making corrections thereto, except in the cases laid down in the Laws and Regulations;

9.4.3. the Client has authorised the Company to provide the information at its disposal concerning the Client, the Client's beneficial owner(s), the Transactions carried out, the Transaction counterparties and other information at the Company's disposal to Correspondent Banks involved in the process of Payment processing, on the basis of a request from such Correspondent Banks;

9.4.4. the Client has authorised the Company to provide, to the extent and in the manner laid down in the Laws and Regulations, the information at its disposal concerning the Client, the Client's Accounts and the Transactions carried out to law enforcement authorities, regulatory institutions, tax administrations, as well as to other competent state authorities;

9.4.5. the Client has been informed that the Personal Data requested and collected by the Company is necessary for the performance of the obligations laid down in the Laws and Regulations;

9.4.6. the Client agrees to the verification and processing of the Personal Data and information requested and collected.

9.4.7. the Client agrees that the Company records and stores telephone conversations between the Company's employees and the Client and communications carried out by any other means or systems of information exchange, and acknowledges such recordings as sufficient evidence in the resolution of disputes between the Parties, including in court.

10. LIABILITY

10.1.1. The Parties are liable for the non-performance or improper performance of the obligations laid down in the Service Agreement in accordance with the procedure and to the extent laid down in the Laws and Regulations.

10.1.2. The Client is entitled to receive compensation for losses from the Company if the Client has informed the Company without delay upon becoming aware of an Unauthorised Payment or of a Payment executed erroneously through the fault of the Company, but no later than within 5 (five) calendar days after the e-money was debited from the Account. If the Client is deemed to be a Consumer under the Laws and Regulations, the said time limit for claiming compensation for losses is 13 (thirteen) months after the e-money was debited from the Account.

10.1.3. In the cases referred to in Clause 10.1.2 of the General Terms of Business, the Company shall compensate the Client's losses without delay, but no later than by the end of the following business day, by refunding the amount of the Unauthorised Payment or by restoring the Account from which that amount was debited to the state it was in before the Unauthorised Payment was made, except in the case where the Company has reasonable suspicions that the Client has acted unlawfully and has notified Latvijas Banka of such suspicions.

10.1.4. The Company does not compensate the Client for losses of up to EUR 50 (fifty euro) if they have arisen in connection with Unauthorised Payments due to the loss, theft or other unlawful appropriation of a payment instrument, or if the Client has failed to ensure the secure storage of the Login Credentials and has thereby allowed the unlawful use of the Account and of the e-money held in it.

10.1.5. The Company does not compensate the Client for losses incurred by the Client in connection with Unauthorised Payments if the Client has acted unlawfully or, intentionally (deliberately) or through gross negligence, has failed to use or store the Login Credentials or the Authentication Tool in accordance with the terms of this Agreement or the terms of the provider of the Authentication Tool service.

10.1.6. The Parties are not liable for losses relating to unforeseen or insurmountable circumstances which they could not have foreseen and/or influenced by their own will.

11. AMENDMENTS TO THE SERVICE AGREEMENT

11.1. The Company is entitled to amend the Service Agreement unilaterally, including the General Terms of Business and the Price List, by notifying the Client thereof on the Website at least 60 (sixty) days in advance. The Client shall be deemed to have agreed to the amendments if, within 60 (sixty) days from the day of receipt of the notice, the Client has not notified the Company of its objections to the amendments and has not requested the termination of the Service Agreement. The Company may disregard the notice period set if:

11.1.1. the amendments are favourable to the Client;

11.1.2. the amendments relate to compliance with the requirements of the Laws and Regulations;

11.1.3. the amendments relate to the introduction of new services of the Company;

11.1.4. the amendments relate to grammatical, numbering or similar formal corrections.

11.2. Except in the case set out in Clause 11.1 of the General Terms of Business, amendments and supplements to the Service Agreement must be confirmed with the Authentication Tool.

12. TERM OF THE SERVICE AGREEMENT AND PROCEDURE FOR ITS TERMINATION

12.1. The Service Agreement enters into force at the moment the Account is opened and is concluded for an indefinite period. A Client who is a Consumer and who has concluded the Service Agreement using distance Means of Communication (a distance Service Agreement) may unilaterally terminate that agreement within 14 (fourteen) days from the day of conclusion of the distance Service Agreement or from the day on which the Client receives the documents of the distance Service Agreement and the mandatory information in accordance with the Laws and Regulations, whichever is the later. The Service Agreement may be terminated only once the obligations established through the use of the Account and other Services have ceased and the Client has paid all fees arising from those obligations.

12.2. The Service Agreement may be terminated at any time by mutual agreement of the Parties.

12.3. The Client is entitled to terminate the Service Agreement by submitting a written Application to the Company 1 (one) month in advance.

12.4. The Company is entitled to terminate the Service Agreement by informing the Client thereof 2 (two) months in advance.

12.5. The conduct of the Client or the factual circumstances listed below are deemed to constitute unilateral withdrawal by the Client from the Service Agreement, which entitles the Company to terminate the Service Agreement and close the Account without warning.

12.5.1. cooperation with the Client creates or may create for the Company an unacceptable money laundering and terrorism and proliferation financing, Sanctions or reputational risk – for example, the Client's economic activity, the persons/business partners involved in it, or the

Client's personal or professional activity are connected with persons or territories subject to Sanctions or Sanctions have been imposed against them, the Client is subject to Sanctions or operates in a field characterised by a high risk of money laundering and terrorism and proliferation financing or of Sanctions, without ensuring adequate management of those risks;

12.5.2. the Company is unable to fulfil the obligations imposed on it by the Laws and Regulations, including to carry out the due diligence of the Client to an extent sufficient to manage the money laundering and terrorism and proliferation financing, Sanctions or reputational risks associated with cooperation with the Client;

12.5.3. the Client fails to fulfil any of its obligations towards the Company;

12.5.4. if the Client has not carried out any Transactions in the Account for more than 12 (twelve) months and the balance of the Client's e-money in the Account is not positive;

12.5.5. the Client, when carrying out Transactions, breaches the Laws and Regulations;

12.5.6. the Company has obtained negative information about the Client which may affect the Company's reputation;

12.5.7. the Client has attempted to carry out or has carried out fraudulent activities against the Company or any other third party;

12.5.8. the Client fails to submit the documents or information requested by the Company;

12.5.9. a Client that is a legal person has failed to submit, before the expiry of the term of authority of the Client's representative, documents evidencing the authority of the Client's representative;

12.5.10. the Company has information or suspicions that the Client has carried out or attempted to carry out activities aimed at money laundering, terrorism financing or another criminal offence;

12.5.11. in other cases, where this is provided for in the Laws and Regulations.

12.6. The Company is entitled, without warning, to suspend the carrying out of any Transactions and other operations in the Account in the cases laid down in the Service Agreement and in the Laws and Regulations.

12.7. Upon closing the Account, the Company debits from it the amounts of e-money specified in Clause 5.9 of the General Terms of Business and pays out the balance to the Client, except in the cases laid down in the Laws and Regulations.

12.8. Within one year after the expiry of the term of the Service Agreement, the Company is obliged, upon the Client's request, to redeem the unused e-money without charging any fee for this.

13. PURCHASE OF DIGITAL GOODS IN THE MOBILE APP

13.1. General provisions.

13.1.1. This section of the General Terms of Business governs the additional service provided by the Company relating to the purchase of digital goods in the section of the Mobile App *Marketplace*.

13.1.2. In so far as this section of the General Terms of Business does not provide otherwise, the remaining provisions of the General Terms of Business apply in full to the use of *Marketplace* and to the legal relations associated with it.

13.1.3. In addition to the terms defined in the General Terms of Business, the following special terms, intended solely for the application of this section, are used in this section:

1) Activation Code – a digital code created by the Issuer which is required in order to activate the Product;

2) Price – the price at which the Product is sold to the Client. The Price is specified in the Offer, before the Order is placed, as well as before the Order Amount is paid. The Price may change at any time before the Client has paid the Order Amount. When purchasing the Product, the Client understands and agrees that the digital face value (digital value) of the Product is not the Price and may differ from it. The Price is specified in euro;

3) Identification Number – the last 4 (four) digits of the Order Number, which are required in order to identify the Order and to pay the Order Amount at the Point of Sale.

4) Issuer – the person who issues the Product;

5) Commission Fee – the commission fee (if applied) (including value added tax, where applicable) for the payment of the Order Amount at the Point of Sale, which the Client pays in addition to the Order Amount. The amount of the Commission Fee will be specified before the Order is placed and before the Order Amount is paid at the Point of Sale. The amount of the Commission Fee may change at any time before the Client has paid the Order Amount;

6) Terms of Use – the validity, activation and other terms and restrictions of use and application of the Product laid down by the Issuer and/or the Seller, including but not limited to time, age, territorial, quantity and other restrictions, the terms for the redemption, cancellation, return or withdrawal of the Product, or any other essential characteristics of the Product;

7) *Marketplace* — the section of the Mobile App in which the Offers are published and in which the Client may place an Order, as well as pay the Order Amount online or receive an Identification Number for the payment of the Order Amount at the Point of Sale.

8) Order Number – a unique Order number generated in *Marketplace* which is sent to the Client's email address and is used in order to identify the Order. The Order Number does not guarantee the availability of the Product or the fulfilment of the Order. Together with the Order Number, the Client will be notified of the validity period of the Order Number, upon the expiry of which the Order will be cancelled;

9) Order Amount — the total amount which the Client undertakes to pay for all Products included in the relevant Order. The Order Amount is specified before the Order is placed, as well as before the Order is paid for in *Marketplace* or at the Point of Sale. The Order Amount may change at any time before the Client has paid the Order Amount, if the Prices change. The Order Amount is specified in euro.

10) Order – the selection and ordering of a Product in *Marketplace*. The Client may add up to 5 (five) units of Products to one Order;

11) Seller – the person (trader) who sells the Product;

12) Sales Agreement – the agreement for the sale of the Product concluded between the Seller and the Client using *Marketplace*;

13) Offer – an offer to sell the Product made by the Seller and placed in *Marketplace* which contains a description of the Product and the Price;

14) Product – a digital product (digital content) for various online services (a specific product that exists only in the form of digital records, of programs – technical complexes in systems), for example, digital games, game cards, gift cards, codes and other digital content products, which is not supplied on a durable medium but is supplied (transferred) in the form of an Activation Code. The range of Products is specified in *Marketplace* and at the Points of Sale;

15) TSP Terminal – a certified device of the Company installed at the Point of Sale which registers the operations of the purchase of Products and the payment of the Order Amount and issues to the Client the Activation Code (together with the name of the Product and the instructions for activating the Activation Code), which will be printed and handed to the Client on a separate informational receipt.

16) Point of Sale – a place of sale of the Product in the territory of Latvia belonging to a cooperation partner of the Company, at which the sale of the Product for cash is organised.

13.1.4. *Marketplace* – the right to sell the Products placed there belongs to the Sellers. Upon the purchase (payment) of a Product, a Sales Agreement is concluded between the Seller and the Client, and the Company acts solely as an intermediary in the conclusion of the Sales Agreement between the Seller and the Client. The Company is not the owner, Issuer or Seller of the Products placed in *Marketplace*, does not itself engage in the sale of the Products, and is not liable for the Product, its conformity, quality, redeemability or Terms of Use.

13.1.5. *Marketplace* may contain links to third-party websites or services which do not belong to the Company. The Company does not control and assumes no liability for the content, privacy policies or practices of third-party websites or services. The Company strongly recommends that the Client familiarise itself with the terms and privacy policies of the third-party websites or services that the Client visits. By using *Marketplace*, the Client acknowledges and agrees that the Company is not liable, directly or indirectly, for any losses or damage caused or alleged to have been caused in connection with third-party websites or services accessible through them.

13.2. Publication of Offers in Marketplace.

13.2.1. The Offers are published in *Marketplace*. When publishing an Offer, the Company does not verify and assumes no liability for the Terms of Use.

13.2.2. The Company is entitled to change or delete the Offers at any time without providing justification.

13.2.3. The Client is obliged to familiarise itself with the Terms of Use before placing an Order. By placing an Order, the Client confirms that it has familiarised itself with and agrees to the Terms of Use.

13.2.4. By ordering a Product in *Marketplace*, the Client concludes a Sales Agreement for the purchase of the Product with the Seller. All matters relating to the use and application of the Product are the sole responsibility of the Seller.

13.2.5. The Client is informed of and agrees that the Issuer and/or the Seller may set additional fees and/or charges for the processing of a request for the redemption or return of the Product.

13.3. Purchase of and payment for a Product online in Marketplace.

13.3.1. In order to purchase and pay for a Product online in *Marketplace*, the Client places an Order online in *Marketplace*, namely: selects the Offers of interest to the Client, adds the Products included in the Offers to the shopping basket, places the Order by pressing the "Pay" button and pays the Order Amount, or places the order for payment at the Points of Sale. The Prices and the Order Amount are notified to the Client before payment is made. By paying the Order Amount, the Client agrees to the Prices and the Order Amount.

13.3.2. When purchasing a Product in the Mobile App, the Order Amount may be paid in the following ways:

- with the e-money held in the Account, if the Client has an Account opened with the Company;
- with the Card or a payment card issued by another financial institution (in this case, a commission fee may be added to the Order Amount in accordance with the agreement concluded with the issuer of the Client's payment card);
- by direct bank payment (*banklink*) from an account with another financial institution, using the services of the Company's partner bank;
- after placing the Order, by going to a Point of Sale and making payment in person in accordance with the procedure described in Clause 13.4 of the General Terms of Business.

13.3.3. The Order Number is generated when the client has initiated the payment process or has created an order for payment at the Points of Sale. The Order Number is sent to the Client's email address: (i) after payment of the Order, if the Client has paid for the Order online in Marketplace, or (ii) after the Order has been placed, if the Client has chosen to pay for the Order in person at the Point of Sale.

13.3.4. The Order is fulfilled by the supply (transfer) of the Product to the Client. The Activation Code (together with the name of the Product) is sent to the email address specified by the Client no later than within 2 (two) business days after the Order has been placed and the Order Amount has been received. Following successful payment of the Order, the Activation Code can be found in the Marketplace orders section of the Mobile App.

13.3.5. The Company reserves the right to cancel the Order before the Order is fulfilled, namely: before the Product has been supplied (transferred) to the Client, by notifying the Client thereof at the Client's email address and refunding to the Client the Order Amount paid.

13.4. Purchase of and payment for a Product at the Point of Sale.

13.4.1. In order to purchase and pay for a Product in cash at the Point of Sale, the Client first places an Order online in *Marketplace*, namely: selects the Offers of interest to the Client, adds the

Products included in the Offers to the shopping basket and places the Order by choosing the payment method “In store” and pressing the “Pay” button.

13.4.2. Immediately after the Order has been placed, an Order Number is generated and sent to the Client's email address.

13.4.3. In order to pay the Order Amount at the cash desk of the Point of Sale, the Client must, within the validity period of the Order Number, state the Identification Number to the employee (cashier) of the Point of Sale and pay the Order Amount and the Commission Fee (if applied). The Order Amount and the Commission Fee are notified to the Client before payment is made at the cash desk at the Point of Sale. By paying the Order Amount, the Client agrees to the Prices, the Order Amount and the Commission Fee.

13.4.4. The Order is fulfilled by the supply (transfer) of the Product to the Client. The Activation Code (together with the name of the Product and the instructions for activating the Activation Code) will be printed and handed to the Client on a separate informational receipt using the TSP Terminal, and will also be sent to the Client's email address immediately after payment of the Order Amount and the Commission Fee. Following successful payment of the Order, the Activation Code can be found in the Marketplace orders section of the Mobile App

13.4.5. The Company reserves the right to cancel the Order before the Order Amount and the Commission Fee have been paid at the cash desk of the Point of Sale, by notifying the Client thereof at the Point of Sale and at the Client's email address.

13.5. Cancellation of an Order and the right of withdrawal from a distance contract

13.5.1. Before the Order Amount has been paid, the Client is entitled to cancel the Order at any time. After the Order Amount has been paid, the Client is entitled to cancel the Order until the moment when the Activation Code is sent to the Client's email address, by contacting the Company's support service by email at atbalsts@tigsipay.com and specifying the Order Number.

13.5.2. The cancellation of an Order and a refund are possible only in the case where the Activation Code has not yet been sent to the Client's email address. Once the Activation Code has been sent, the cancellation of the Order and a refund are not possible, except in cases where the Activation Code is invalid or the Product does not correspond to its description.

13.5.3. Where an Order is cancelled and a refund is made, the Commission Fee is not refunded.

13.5.4. Pursuant to Cabinet Regulation No. 255 of 20 May 2014, Regulations Regarding Distance Contracts (hereinafter – the Regulations Regarding Distance Contracts), a Client who is a Consumer has the right to withdraw from a distance contract; however, the Client may not exercise this right of withdrawal if one of the contracts referred to in Clause 22.13 of the Regulations Regarding Distance Contracts has been concluded, and accordingly a Client who is a Consumer may not exercise the right of withdrawal if the distance Sales Agreement has been concluded for the supply of a Product (digital content) which is not supplied to the Client on a durable medium, and the supply of the Product (digital content) has commenced with the Client's prior express consent to the commencement of the service during the withdrawal period and with the Client's acknowledgement of the loss of the right of withdrawal.

13.5.5. By concluding a distance Sales Agreement, a Client who is a Consumer consents to the commencement of the service during the withdrawal period and acknowledges the loss of the right of withdrawal, including confirming its agreement that it thereby loses its right to withdraw from the Sales Agreement in respect of the aforementioned Product (digital content).

13.6. Conformity of the Product and complaints

13.6.1. The conformity of the Product with the terms of the Sales Agreement is ensured by the Seller.

13.6.2. The Company is not liable for defects in the Product or for its non-conformity with the Sales Agreement. Among other things, the Company is not liable for the validity of the Product, for whether the Product has been used, or for other similar defects of the Product. The Client may bring claims arising from a breach of the Sales Agreement and exercise legal remedies solely against the Seller.

13.6.3. In the event of non-conformity of the Product, the Company may act as an intermediary in resolving the Client's complaints with the Seller and, where necessary, in securing the replacement of the Product. If the Client has complaints in connection with the purchase of the Product, the Client must submit the complaint to the Company no later than within 2 (two) months from the moment of purchase of the Product, and the Company will forward the complaint to the Seller or, where possible, will resolve the complaint itself. A complaint may be submitted in accordance with the Company's Complaint Submission and Handling Procedure published on the Website.