

# Trading platforms

## terms of use

Effective from: 17.03.2025.



### 1. Terms used in the Regulations

The following terms are used in the Rules:

- 1.1. **Client Account** - an account created by the Client on the Trading Platform;
- 1.2. **Customer** - a natural person with legal capacity, i.e. a person who is of legal age and whose legal capacity is not limited by a court judgment; or a minor between the ages of 13 and 18 who, upon registration, confirms that he/she has received parental or guardian consent to use the Trading Platform, except in cases where the person has reached the age of majority early or is deemed to be of legal age; or a legal person who has an active Customer Account and purchases Goods through the Service;
- 1.3. **Commission Fee** - the commission fee for the purchase of Goods at the Trading Venues using the Terminal (including value added tax, if applicable) payable by the Customer in addition to the price of the Goods for the Service received. The amount of the Commission Fee will be indicated prior to the online selection of Goods on the Trading Platform and prior to the purchase of Goods at the Trading Venue. The amount of the Commission Fee may change at any time before the Customer has paid for the Goods;
- 1.4. **Terms** - these Terms of Use of the Trading Platform;
- 1.5. **Order** - selection and payment of the Goods online on the Trading Platform or by selecting payment at the POS;
- 1.6. **Service** - the provision of the selection, ordering and purchase of Goods to the Customer online on the Trading Platform or at the Trading Venues using the Terminal;
- 1.7. **Sales Contract** - a contract for the sale of Goods concluded between the Seller of the Goods and the Customer via the Trading Platform;
- 1.8. **Consumer** - a natural person who wishes to purchase, acquires or may purchase or use a good, service, digital content or digital service for a purpose which is not related to his or her economic or professional activity;
- 1.9. **Personal data** means any information relating to an identified or identifiable natural person (data subject); an identified or identifiable natural person is one who can be identified, directly or indirectly, primarily by reference to identifiers such as name, personal identification number, location data and Internet identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity.
- 1.10. **Goods** - digital goods (digital content) for various online services (specific goods that exist only in the form of digital records in software-technical complex systems), e.g. digital games, game cards, gift cards, codes and other digital content products that are not delivered on a durable medium but are delivered (transferred) in the form of a Goods Activation Code. The range of Goods is indicated on the Trading Platform and at the Points of Sale. Only Customers have the opportunity to purchase the Goods;
- 1.11. **Product Activation Code** - a digital code created by the issuer of the Product which is required for the activation of the Product;
- 1.12. **Price** - the price at which the Goods are sold to the Customer through the Services. The price of the Goods is set out in the offer for sale of the Goods. The price of the Goods shall be indicated before ordering and purchasing the Goods online on the Trading Platform, before selecting the Goods online on the Trading Platform and before purchasing the Goods at the point of sale. The price of the Goods may change at any time before the Customer has paid for the Goods. By purchasing the Goods and using the Service to purchase the Goods, the Customer understands and agrees that the digital denomination (digital value) of the Goods is not the price of the Goods and may vary from it. The price of the Goods is quoted in Euros;
- 1.13. **Issuer** - the person who issues the Goods;
- 1.14. **Product Identification Number** - the last four digits of the Product Order Number, which is required for the subsequent identification and purchase of the Product selected on the Trading Platform at the Points of Sale.
- 1.15. **Terms of Use** - the terms and restrictions of validity, activation and other use and enjoyment of the Goods, including but not limited to time, age, territorial, quantity and other restrictions, redemption, cancellation, return or withdrawal terms or any other material characteristics of the Goods, as set out by the issuer and/or seller of the Goods;
- 1.16. **Seller of the Goods** - the person (trader) who sells the Goods;
- 1.17. **Product Order Number** - a unique number created on the Trading Platform and assigned to each Order after it has been placed on the Trading Platform. The Order Number is sent to the Customer's e-mail and is used to identify the Order. The order number does not guarantee the existence of the Goods. The Customer will be notified of the expiry

date of the order number together with the Goods order number (after which the Goods identification number will be invalid) at ;

- 1.18. **Offer to Sell** - an offer to sell the Goods made by the Seller on the Trading Platform, containing a description of the Goods and the price of the Goods;
- 1.19. **Privacy Policy** - a document approved by TigSiPay and published on <https://www.tigsipay.com/>, which contains the basic rules for the collection, storage, processing and retention of Personal Data through the Trading Platform. The Privacy Policy does not apply to the processing of Personal Data where such Personal Data is processed by the Seller of the Goods or the Publisher of the Goods. The processing of Personal Data by the Seller of the Goods shall be in accordance with the procedures established by the Seller of the Goods. The processing of Personal Data by the Publisher of the Goods shall be in accordance with the procedures established by the Publisher of the Goods. Before purchasing the Goods and entering into a Sales Contract with the Seller, the Customer shall carefully read the Personal Data Processing Policies of the Seller and the Publisher of the Goods.
- 1.20. **TigSiPay** - TigSiPay SIA, registration number 40203344731, Skanstes iela 7 k-1, Riga, LV-1013, Latvia, which is the owner and administrator of the Trading Platform and which provides the Service.
- 1.21. **Trading Platform** - an online intermediary environment (website) owned by TigSiPay [marketplace.tigsipay.com](https://marketplace.tigsipay.com/);
- 1.22. **Terminal** - a certified device installed at the Point of Sale which registers the purchase of Goods for the purpose of trade (service) transactions (i.e. Payments) and issues to the Customer a Goods Activation Code (together with the name of the Goods and instructions for activating the Goods Activation Code) which will be printed and provided to the Customer on a separate informative receipt.
- 1.23. **Point of Sale** - a place of sale of the Goods owned by a TigSiPay Business Partner in the territory of Latvia where the sale of the Goods for cash is organised.

## 2. General conditions

- 2.1. The Terms shall apply to and govern the legal relationship arising and existing between TigSiPay and the Customer when the Customer creates a Customer Account using the Trading Platform and the Service and purchases Goods online via the Trading Platform or Trading Outlets.
- 2.2. In interpreting and regulating the mutual relations related to the use of the Trading Platform and the Services, TigSiPay and the Client shall be guided by the Terms and the laws and regulations of the Republic of Latvia.
- 2.3. Sellers of Goods on the Trading Platform shall have the right to sell the Goods. The purchase of the Goods is subject to the conclusion of a Sales Agreement between the Seller of the Goods and the Customer, and TigSiPay is only an intermediary in concluding the Sales Agreement between the Seller of the Goods and the Customer. TigSiPay is not the owner, publisher or seller of the Goods on the Trading Platform, is not itself engaged in the sale of the Goods, and is not responsible for the Goods, the conformity, quality, marketability and terms of use of the Goods.
- 2.4. The Trading Platform may contain links to third party websites or services that are not owned or controlled by TigSiPay. TigSiPay has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. TigSiPay strongly recommends that Customer review the terms, conditions and privacy policies of third party websites or services that Customer visits. By using the Trading Platform, Customer acknowledges and agrees that TigSiPay shall not be responsible or liable, directly or indirectly, for any loss or damage of any kind incurred or assumed in connection with third party websites or services available through them.
- 2.5. The use of the Client Account and the Trading Platform is free of charge.
- 2.6. The Customer acknowledges that by creating a Customer Account, using the Trading Platform and the Service, the Customer has read and agrees to the Terms. If the Customer does not agree to the Terms, the Customer must immediately cease using the Customer Account, the Trading Platform and the Service.
- 2.7. The Client undertakes to use the Client's Account, the Trading Platform and the Service only for lawful purposes, in accordance with the Terms and the laws and regulations of the Republic of Latvia. Prohibited activities include, but are not limited to, the use of the Client's Account, Trading Platform and Service for any fraudulent or illegal activities.
- 2.8. Only the Customer who has read and accepted the Privacy Policy is entitled to purchase goods on the Trading Platform. The Customer is obliged to read the Privacy Policy. The Customer's Personal Data will also be transferred to the Seller of the Goods from whom the Customer purchases the Goods and the Personal Data will be processed in accordance with the procedures established by the Seller of the Goods and in accordance with the contractual security obligations of TigSiPay and the Seller regarding the security of Personal Data.

- 2.9. The Terms and the Privacy Policy in their current versions (including any amendments to the Terms and the Privacy Policy) are published on the Trading Platform.
- 2.10. TigSiPay has the right to unilaterally amend the Terms and/or the Privacy Policy at any time if necessary to comply with regulatory requirements, to improve the Service or for other reasons affecting the provision of the Service or the operation of the Trading Platform.
- 2.11. By using the Trading Platform and purchasing Goods, the Customer confirms that it has read and agrees to the Terms and the Privacy Policy as amended from time to time (including any amendments to the Terms and the Privacy Policy).
- 2.12. If Customer does not agree to the Terms and/or the Privacy Policy, as amended from time to time (including any amendments made to the Terms and the Privacy Policy), Customer is obliged to delete Customer's account and discontinue using the Service.

### 3. Customer account

- 3.1. **Creating and accessing a customer account.** In order to access the Trading Platform and the Service, the Client must create a Client Account. When creating a Client Account, the Client must create a Client Name and Password, provide the Client's current email address, age and other requested information. The Customer must provide current, accurate and complete information and must update the information in the Customer Account immediately if the information changes in the future. The Customer accepts full responsibility for the accuracy and currency of the information provided.

The Customer acknowledges and agrees that activation codes and product identification codes will be sent to the email address provided by the Customer and the Customer accepts full responsibility for non-receipt of such codes if this is due to inaccuracy of the email address provided by the Customer.

By creating a Client Account, the Client confirms that he/she has read and agrees to the Terms and is at least 18 years of age or between 13 and 18 years of age and has obtained the consent of a parent or guardian to create a Client Account and use the Trading Platform. TigSiPay shall have the right at any time to require the Client to provide written parental or guardian consent for the creation of a new Client Account or for the use of the Client Account and the Trading Platform; failure to provide consent may result in the creation of a new Client Account being refused and the existing Client Account being suspended, deactivated or cancelled. If the Client is between 13 and 18 years of age, his/her parents or guardians are responsible for the supervision of all activities that the Client carries out using the Client Account. Parents or guardians assume full responsibility for any consequences arising from the use of such Customer Account, including violations of laws, regulations or the Terms.

TigSiPay shall inform the Client by e-mail of the creation of the Client's account.

TigSiPay may refuse to create a Customer Account without justification.

The Client can further access his Client Account and the Trading Platform by entering his Client Name and Password.

- 3.2. **Customer account security and confidentiality.** The Client is solely responsible for the security, confidentiality and any activities that occur under his Client Account, including his Client Name and Password.

In order to ensure the security of the Client's Account, the Client shall:

- use complex passwords and update them regularly
- ensure that the Client's name and password are kept strictly confidential.
- immediately inform TigSiPay of any suspected unauthorised access to the Client's account or use of the Client's account by third parties.

TigSiPay shall not be liable for any loss or damage resulting from the unauthorised use of the Customer's account.

- 3.3. **Use of customer account.** The Client undertakes to use his Client Account only for lawful purposes, in accordance with the Terms and the laws and regulations of the Republic of Latvia. It is prohibited to use the Client Account:

- Fraudulent or illegal activities,
- Infringements of third party rights, including intellectual property rights,
- For spreading malware or viruses.

- 3.4. **Deletion of the Client's account at the Client's initiative.** The Client has the right to cancel the Client's Account at any time without justification and prior notice. In order to delete the Client's account, the Client must submit a corresponding request via the Client's account or contact TigSiPay by e-mail.

- 3.5. **Suspension, deactivation or deletion of the Client's account on TigSiPay's initiative.** TigSiPay reserves the right to suspend or deactivate the Customer's account without prior notice in the following cases:

- Violation of the Rules or laws and regulations of the Republic of Latvia,
- suspected unauthorised activity or security breach.

TigSiPay reserves the right to suspend or deactivate the Client's account, as well as delete all data related to the Client in the Trading Platform environment at any time without justification and prior notice, as well as in cases where the Client does not comply with the Terms and Conditions or laws and regulations.

- 3.6. **Responsibility for activities on the Client's account.** The Client is responsible for all activities that occur under his Client Account, including any liabilities and transactions. In the event of any unauthorised use of the Client's Account, the Client shall immediately notify TigSiPay to prevent further violations.

- 3.7. **Restoring access to the Client's account.** If access to the Client's account is lost (e.g. password is forgotten), the Client may request restoration of access by following the procedures set out by TigSiPay. TigSiPay may request additional information or documents to confirm the Customer's identity, including age, parental consent / or other document confirming that the Customer has legal capacity.

#### 4. **Posting offers for sale on the Trading Platform**

- 4.1. TigSiPay publishes offers for the sale of Goods on the Trading Platform.
- 4.2. TigSiPay shall have the right to change or withdraw the offer to sell the Goods at any time without justification.
- 4.3. TigSiPay does not verify or accept responsibility for the terms of use of the Goods when publishing an offer for sale.
- 4.4. The Customer is obliged to read the Terms of Use before purchasing or ordering the Product and by purchasing or ordering the Product on the Trading Platform through the Service, the Customer confirms that it has read and agrees to all the Terms of Use of the Product.
- 4.5. All matters relating to the use and application of the Goods are the sole responsibility of the Seller of the Goods. By purchasing Goods on the Trading Platform through the Service, the Customer enters into a Sales Agreement for the purchase and use of the Goods with the Seller of the Goods.
- 4.6. The Customer acknowledges and agrees that additional charges and/or refunds may be imposed by the issuer of the Goods and/or the seller of the Goods for processing redemption or return requests.

#### 5. **Purchase online on the Trading Platform**

- 5.1. To purchase Goods, the Customer shall place an Order online on the Trading Platform, i.e.: select the Goods for sale offered by the Customer, add the Goods included in the Goods for sale offer to the shopping cart, request an order number for the selected Goods by clicking on the "Place Order" button. Click on the Order button and pay for the Goods. The final price of the Goods shall be communicated to the Customer prior to payment online on the Trading Platform, by paying for the Goods the Customer agrees to the final price of the Goods.
- 5.2. By placing an Order, the Customer confirms that he/she has read and agrees to the Terms and Conditions and is at least 18 years of age or between 13 and 18 years of age and has obtained the consent of his/her parents or guardians to use the Trading Platform and purchase the Goods.
- 5.3. You may pay for your Order in the ways indicated on the Trading Platform. The Order amount (price of the Goods) may be subject to a fee in accordance with the agreement between the Customer's payment card issuer.
- 5.4. Immediately after the request for an order number for the Goods has been made, the order number for the Goods will be sent to the Customer's e-mail address.
- 5.5. The Goods are delivered (transferred) to the Customer, i.e.: the activation code (together with the name of the Goods) will be sent to the Customer's e-mail within 2 (two) working days after the Order has been placed and the Order Amount (the price of the Goods) has been received.
- 5.6. TigSiPay reserves the right to cancel an Order before the Order has been fulfilled, i.e.: before the Goods have been delivered (handed over) to the Customer, by notifying the Customer by email and refunding the amount paid by the Customer (the price of the Goods).

**6. Purchase of goods for cash at the point of sale**

- 6.1. To purchase Goods at the Point of Sale, the Customer shall first place an Order online on the Trading Platform, i.e.: select the Goods on sale that the Customer is interested in, add the Goods on sale to the shopping cart and request an order number for the selected Goods by clicking on the "Place Order" button.
- 6.2. By placing an Order, the Customer confirms that he/she has read and agrees to the Terms and Conditions and is at least 18 years of age or between 13 and 18 years of age and has obtained the consent of his/her parents or guardians to use the Trading Platform.
- 6.3. Immediately after the request for an order number for the Goods has been made, the order number for the Goods will be sent to the Customer's e-mail address.
- 6.4. In order to purchase Goods for cash at the POS cash desk using the Terminal, the Customer shall, within the validity period of the Goods Order Number, provide the POS employee (cashier) with the Goods Identification Number and then pay the Order Amount (Goods Price) and the Commission Fee. The final price of the Goods and the Commission Fee shall be communicated to the Customer prior to payment at the cashier at the Point of Sale and by paying for the Goods the Customer agrees to the final price of the Goods and the Commission Fee.
- 6.5. TigSiPay reserves the right to cancel an Order prior to payment of the Order, i.e.: prior to payment of the Order amount (price of the Goods) and the Commission Fee at the point of sale, by notifying the Customer at the point of sale and by email to the Customer.
- 6.6. The Goods are delivered (transferred) to the Customer, i.e.: the activation code for the Goods (together with the name of the Goods and instructions for activating the activation code) will be printed and provided to the Customer on a separate informative receipt via the Terminal and sent to the Customer's e-mail immediately after payment of the Order Amount (Purchase Price) and the Commission Fee.

**7. Cancellation and right of withdrawal from a distance contract**

- 7.1. The Customer shall have the right to cancel the purchase of the Goods at any time prior to payment of the price of the Goods. After payment of the price of the Goods, the Customer has the right to cancel the purchase of the Goods until the activation code for the Goods is sent to the email address provided by contacting TigSiPay Support at [atbalsts@tigsipay.com](mailto:atbalsts@tigsipay.com) and providing the order number of the Goods.
- 7.2. Cancellation and refund is only possible if the activation code has not yet been sent to the email address provided by the Customer. Once the activation code has been sent, cancellation of the purchase of the Goods and refunds are not possible, unless the activation code is invalid or the Goods do not correspond to their description.
- 7.3. No refund of the Commission Fee shall be made upon cancellation of the purchase of the Goods and upon refund.
- 7.4. Pursuant to the Cabinet of Ministers Regulation No 255 of 20 May 2014 "Regulations on Distance Contract" (hereinafter - the Regulations on Distance Contract), the Client, who is a Consumer, has the right to withdraw from the distance contract, but the Client cannot exercise this right of withdrawal if any of the contracts specified in the Regulations on Distance Contract 22.13. Accordingly, the Customer who is a Consumer may not exercise the right of withdrawal if the Distance Selling Contract is concluded for the delivery of Goods (digital content) which are not delivered to the Customer in a durable medium and the delivery of the Goods (digital content) is initiated with the Customer's prior express consent to the initiation of the service during the period of exercise of the right of withdrawal and confirmation of the loss of the right of withdrawal.
- 7.5. By accepting the Terms and Conditions, registering a Customer Account and entering into a Distance Selling Agreement, the Customer, being a Consumer, agrees to the commencement of the Service during the Right of Withdrawal Exercise Period and acknowledges the loss of his/her right of withdrawal, including his/her agreement that he/she thereby loses his/her right to withdraw from the Sale Agreement in respect of the aforementioned Goods (Digital Content).

**8. Conformity of the product**

- 8.1. The conformity of the Goods with the terms of the Sales Contract shall be ensured by the Seller.
- 8.2. TigSiPay shall not be liable for any defects in the Goods or their non-conformity with the Sales Contract. TigSiPay shall not be liable, inter alia, for the validity of the Goods, whether the Goods have been used or for any other similar defects in the Goods. The Customer may only bring claims and seek remedies against the Seller arising out of a breach of the Sales Contract.

- 8.3. In the event of non-conformity of the Goods, TigSiPay may act as an intermediary to resolve the Customer's complaints with the seller of the Goods and, if necessary, to obtain a replacement of the Goods.

**9. Filing a complaint**

- 9.1. If the Goods do not comply with the terms of the Sales Contract, the Customer shall have the right to rely on the remedies provided for in the laws and regulations. The Seller shall be responsible for the terms of the Sales Contract and the quality of the Goods.
- 9.2. If the Customer has a complaint in connection with the purchase of the Goods, the Customer must submit the complaint to TigSiPay within 2 months of the purchase of the Goods at the latest, who will refer the complaint to the seller of the Goods or, if possible, resolve the complaint itself.
- 9.3. A complaint may be submitted in accordance with the TigSiPay Complaints and Handling Policy published at <https://www.tigsiplay.com/>.

**10. Final provisions**

- 10.1. The Regulations are drawn up in accordance with the laws and regulations of the Republic of Latvia.
- 10.2. The laws and regulations of the Republic of Latvia shall apply to relations arising on the basis of these Terms and Conditions.
- 10.3. All disputes and disagreements arising in connection with the implementation of the Terms shall be settled by negotiation. In the event of failure to reach an agreement, the dispute shall be settled in accordance with the procedure established by the laws and regulations of the Republic of Latvia.