

# General Terms and Conditions



Effective from: 23.12.2025

## DEFINITIONS & ABBREVIATIONS

**Company** – TigSiPay SIA, an electronic money institution licensed in the Republic of Latvia (licence No. 27-55/2024/3), registered in the Register of Enterprises of the Republic of Latvia with the unified registration No. 40203344731.

**ATM** – an automated device designed for withdrawing cash from the Account using the Card.

**Price list** – the Company's approved price list, which specifies the fees for the Services. The Company's price list is available on the Website.

**CVC code** – a code assigned together with the Card and used for remote identification of the Customer when performing Card transactions.

**Working day** – any calendar day that is not a Saturday, Sunday or official public holiday in accordance with the regulatory enactments of the Republic of Latvia. Current information about the Company's working days is available on the Website.

**Working hours** – the time on a Business Day when the Company provides manual Transaction processing. The Company's working hours are indicated on the Website.

**Transaction** – any actions performed by the Customer via the Internet Bank, using the options and methods offered by the Company in the Internet Bank environment, including making Payments.

**Authentication tool** – a third-party two-factor authentication solution accepted by the Company and connected to the Internet Bank (e.g. Google Authenticator, Microsoft Authenticator, Authy, etc.). The use of an authentication tool is necessary for submitting payment orders and connecting 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.

**Login tools** – Customer's personalised security elements for logging into the Internet Bank: (i) On the website – Customer's username (e-mail address) and password, (ii) In the mobile app – username (e-mail address) and password, or PIN code chosen by the Customer.

**EEA** – European Economic Area.

**EU** – European Union.

**Consumer** – a natural person who expresses a desire to purchase, purchases or could purchase or use a product, service, digital content or digital service for purposes not related to their economic or professional activities;

**Application** – the Customer's application for the conclusion of a Service Agreement, including Verification on the Website, and for the opening or renewal of an Account, as well as other applications related to the use of the Services or the conclusion of a Service Agreement.

**Internet Bank** – a system for remote access and management of Services, including Payment Orders and other Transactions, via the Internet. The Internet Bank can be accessed on the Website or in the Mobile App by performing the appropriate authorisation with the Login Tools. Card Organisation – an international payment card organisation, such as Visa or Mastercard, which sets and maintains the rules for the operation of payment card schemes.

**Card organisation** – An international payment card organisation, such as Visa or Mastercard, which sets and maintains the rules for the operation of payment card schemes, as well as ensuring the issuance of payment cards and the processing of card transactions in accordance with a uniform system of card organisation rules.

**Card** – a payment card issued by the Company, which can be used to make Card transactions and which can be used as a physical (plastic) card or digitally. The card can be linked to the Customer's profile with Merchants that support remote payments with digital cards.

**Card transaction** – Card payment, including payment for goods and services, cash withdrawal from the Account and other activities.

**Card details** – Card number, expiry date and CVC code, Customer's first and last name, legal entity name (if the card is issued to a legal entity).

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

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

**Correspondent bank** – an intermediary bank that is necessary for the execution of Payments or with which the Company has opened an account.

**Parties** – the Company and the Client jointly or each separately.

**Payment** – an action initiated by the Payer or the Recipient with the aim of transferring money (transfer) in EUR, which is not dependent on the obligations underlying the legal relationship between the Payer and the Recipient.

**Payment service limits** – Restrictions set by the Company or the Customer on the number and amount of incoming and outgoing payments that can be made via the Internet Bank within a specified period of time. The restrictions set by the Company are available on the Website.

**Payment order** — The Customer'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 that allows access to the Internet Bank from a Smart Device and can be downloaded free of charge from the Apple Store and Google Play websites. The Mobile App may provide a limited range of Services and content, which may change over time at the Company's discretion.

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

**Unauthorised payment** — a payment for which the Customer has not given their consent (has not submitted a Payment Order in accordance with the procedure specified in the Service Agreement).

**Regulatory acts** — regulatory acts of the Republic of Latvia.

**Service fee** — a fee that the Customer pays to the Company in accordance with the Price List for the provision of the relevant Service, including the processing of the Payment Order. The Service fee may be a one-off or periodic fee, a fixed amount, a percentage or a minimum fee.

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

**Service Agreement** — General Terms and Conditions, Price List, Payment Service Limits, as well as special terms and conditions and special price lists, if applicable.

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

**PIN code** — The Customer's personal identification number for Card transactions in person and at ATMs, which can be viewed in the Mobile App and Internet Bank. The PIN code is only available for physical cards. Entering the PIN code is used to authorise Card transactions and is equivalent to the Customer's personal signature.

**Means of communication** — telephone, electronic mail (e-mail) or Internet bank, which, in accordance with the provisions of the Service Agreement, may be used by the Parties for the mutual exchange of information.

**Sanctions** — restrictive measures specified in the International and Latvian Republic national sanctions laws.

**POS terminal** — a card service device located at the Merchant's point of sale that allows payments to be made with the Card.

**Website** — the Company's website <https://tigsipay.com>.

**Merchant** — a merchant or other organisation that allows payments with the Card at its point of sale. Confirmation that the Merchant allows card transactions is provided by the Card Organisation's payment card symbol displayed at the point of sale, which matches the Card Organisation's brand displayed on the front of the Card.

**Smart device** — a mobile phone (smartphone) with the Mobile App installed.

**Verification Website** — a third-party identification and identification document verification service provider used by the Company.

## 1. GENERAL PROVISIONS

- 1.1. The Company provides Services in accordance with the Service Agreement.
- 1.2. The Application, General Terms and Conditions, Price List, Payment Service Limits, as well as all separate agreements between the Customer and the Company regarding the receipt of Services, are an integral part of the Service Agreement.
- 1.3. The Company shall ensure the publication of the General Terms and Conditions, Price List and Payment Service Limits set by the Company on the Website.
- 1.4. The Parties are entitled to agree on the application of special transaction rules and a special price list that are not available on the Website. In such a case, the special transaction rules and the special price list shall be available to the Customer on an individual basis as agreed by the Parties.
- 1.5. If any provision of the General Terms and Conditions or the Price List is cancelled, this shall not affect the validity of the rest of the relevant document.
- 1.6. If there is any ambiguity between the Latvian and other language versions of the same document, the Latvian version shall prevail.
- 1.7. During the term of the Service Agreement, the Customer shall have the right to receive, upon request, the terms and conditions of the Service Agreement or information about individual terms and conditions of the Service Agreement.

- 1.8. The relationship between the Company and the Customer is governed by the Payment Services and Electronic Money Law, other regulatory acts governing the field of payment services, directly applicable European Union legislation in the field of payment services and electronic money, as well as the Service Agreement.
- 1.9. In all other cases not covered by the provisions of the Service Agreement, the Parties shall act in accordance with the Regulatory Acts.
- 1.10. The titles of the sections of the Service Agreement are included in the provisions of the Service Agreement for clarity and convenience only and shall not be used to interpret the meaning of the Service Agreement. The operation of the Service Agreement shall be interpreted in accordance with the Regulatory Acts.
- 1.11. All correspondence sent by the Company to the Customer shall be deemed to have been received if the Company has sent it to the Customer's address or e-mail address specified in the Application, the declared address of the natural person or the legal address of the legal person, or the Customer's profile in the Internet Bank.
- 1.12. All correspondence sent by the Customer to the Company shall be deemed to have been received if the Customer sends it via the Internet Bank, to the Company's legal address, e-mail address, or the Company's e-mail address specified in the Service Agreement or on the Website. If a specific type of correspondence is assigned to a special e-mail address of the Company, the correspondence shall be deemed to have been received when it is sent to the special e-mail address.

## 2. CONCLUSION OF THE SERVICE AGREEMENT

- 2.1. The service agreement is concluded electronically.
- 2.2. The service agreement is considered concluded from the moment the Client has submitted an Application on the Website or in the Mobile Application, including completing identification on the Verification Website and agreeing to the General Terms and Conditions, the Company has successfully completed the Customer's identification, confirmed the commencement of the business relationship with the Customer and opened the Account.
- 2.3. Before concluding a distance Service Agreement, all terms and conditions of the Service Agreement and necessary information are available to a potential Customer who is a Consumer on the Website in Latvian and English.
- 2.4. By concluding this Service Agreement, the Parties confirm that:
  - 2.4.1. prior to opening the Account, the Company has fully disclosed to the Customer information relating to the Services that may be provided on the basis of the Service Agreement and the financial risks associated with them;
  - 2.4.2. the Client has read and understands the terms and conditions of the Service Agreement, understands the legal significance and consequences of concluding the Service Agreement, and agrees to the terms and conditions of the Service Agreement;
  - 2.4.3. The Client has familiarised themselves with the terms and conditions of the Service Agreement, including the General Terms and Conditions, Payment Service Limits and Price List, understands them and agrees to them;
  - 2.4.4. Before opening the Account, the Company has warned the Customer about the risks of using means of communication, in particular about the risks involved in exchanging information and documents via electronic mail (e-mail). These risks include: infection of the computer with spyware, computer viruses and other malicious programs, leakage of commercial secrets, inability to track the message and unauthorised access to it;
  - 2.4.5. there are no legal obstacles to the conclusion and performance of the Service Agreement.
- 2.5. By signing the Application and the Service Agreement, the Customer confirms that:
  - 2.5.1. The information provided in the Application is true and undertakes to immediately inform the Company in writing in the event of any significant changes;
  - 2.5.2. they have provided complete and true information about the actual beneficiaries and undertake to immediately inform the Company in writing in the event of any significant changes;
  - 2.5.3. The funds in the Account have not been obtained by criminal means and the Account will not be used for the legalisation of criminally obtained funds or the financing of terrorism;
  - 2.5.4. The Account will not be used for other criminal or prohibited activities;
  - 2.5.5. is aware of the liability for providing false information, including criminal liability, if they have knowingly provided the Company with false information about Transactions, related funds or actual beneficiaries.

### 3. VERIFICATION OF POTENTIAL AND EXISTING CUSTOMERS

- 3.1. Before concluding a Service Agreement (establishing a business relationship), the Company shall conduct a check of the potential Client in accordance with Regulatory Acts and the Company's internal regulations. The Company has the right to request information and/or documents from the potential Customer in order to verify and investigate the potential Customer, and the potential Customer undertakes to provide accurate, complete and true information within the time limit set by the Company.
- 3.2. Before concluding a Service Agreement, potential Clients must also submit a photograph of the potential Client's face and identification documents on the Verification Website. The identification of potential Clients is carried out by the Verification Website in accordance with the Company's internal regulations. If the potential Client is a legal entity, the Verification Website will require information and documents about its representatives and beneficial owners.
- 3.3. After concluding the Service Agreement (establishing a business relationship), the Company has the right to request information and/or documents from the Client for the purpose of monitoring the Client's daily Transactions or updating the Client's profile, and the Client undertakes to provide accurate, complete and true information within the time limit set by the Company. The Company has the right not to execute the Client's Payment Orders before the information necessary to complete the verification has been received.
- 3.4. The Company has the right to request evidence from the Client to confirm the information provided.
- 3.5. The Company has the right to suspend the conclusion of the Service Agreement (establishment of a business relationship), suspend or restrict the provision of Services under the existing Service Agreement during the verification of a potential or existing Client.
- 3.6. The Customer undertakes to inform the Company of any changes to the information or documents previously provided. If the Client needs to update the information provided on the Verification Website, the Client shall send a request to [toatbalsts@tigsipay.com](mailto:toatbalsts@tigsipay.com) to receive a repeat request for information on the Verification Website.
- 3.7. If a potential Client or Client fails to fulfil the obligations specified in this section, or if the amount and quality of the information received is insufficient or inadequate, including if it does not allow the Company to carry out the necessary research in accordance with the requirements of applicable regulatory enactments, the Company shall have the right to refuse to conclude a Service Agreement (establish a business relationship), to suspend or restrict the provision of any individual service of the Company in whole or in part, or to terminate the Service Agreement (terminate the business relationship).
- 3.8. The Client is obliged to present and submit all documents requested by the Company that comply with the document preparation requirements specified by the Company and regulatory enactments, including documents that have legal force, copies that are notarised, and documents that are legalised or apostilled.
- 3.9. The Client is responsible for the accuracy and completeness of the information provided to the Company, and the Client is obliged to immediately notify the Company of any changes in the information about the Client and to submit the relevant documents. In the event of untimely, false or incomplete information, the Client shall compensate the Company for all losses incurred or that may be incurred as a result.

### 4. POWER OF ATTORNEY

- 4.1. The Client may authorise a representative to act on behalf of the Client in relations with the Company. An authorised representative of 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 cases and to the extent specified in regulatory enactments.
- 4.2. The power of attorney must be appropriate in content and form, satisfy the Company's requirements, and provide a complete and clear scope and term of the power of attorney.
- 4.3. The Company has the right to refrain from concluding a Service Agreement (establishing a business relationship) and providing Services during the authorisation verification period.
- 4.4. If the person signing the Application on behalf of the Client is not authorised to represent the Client at the time of concluding the Service Agreement, the signatory of the Application as a natural person shall assume all obligations of the signed Service Agreement. In the event of forgery of the Client's representative's signature, seal or other document, if criminal proceedings have been initiated in relation to the forgery, the Company shall have

the right not to pay out the funds in the Accounts until a court judgment has entered into force or the criminal proceedings have been terminated.

## 5. CUSTOMER ACCOUNT AND PAYMENTS

- 5.1. After concluding the Service Agreement, the Company shall service the Account in accordance with the Payment Orders submitted by the Customer and the terms and conditions of the Service Agreement.
- 5.2. The Client shall submit Payment Orders using the Internet Bank. Payment Orders must be confirmed with an Authentication Tool.
- 5.3. The Company shall execute Payment Orders if there are sufficient funds in the Account.
- 5.4. Payment Orders submitted by the Customer, if they comply with the terms and conditions of the Service Agreement, the Price List, Payment Service Limits and do not contradict Regulatory Acts, The Company executes them during the current day's Business Hours in accordance with Clause 5.5 of the General Terms and Conditions.
- 5.5. The moment 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 the Business Day or on a day that is not a Business Day, it shall be deemed to have been received on the next Business Day.
- 5.6. The Client is obliged to indicate the following information in the Payment Order:
  - 5.6.1. The recipient's name and surname or name;
  - 5.6.2. The recipient's account number in IBAN format;
  - 5.6.3. The beneficiary's bank identification code (BIC);
  - 5.6.4. The payment amount;
  - 5.6.5. The purpose of the payment.
- 5.7. The Client is responsible for the accuracy and completeness of the data specified in the Payment Order, as well as for the legality of the Transactions performed. The Client is fully responsible for the Payment Orders submitted to the Company for execution.
- 5.8. The Company shall debit the requested amount of funds from the Account only after receiving the Payment Order in accordance with the data specified in the Payment Order, within the limits of the funds available in the Account, except in the cases specified in Clause 5.9 of the General Terms and Conditions.
- 5.9. The Client authorises the Company to debit funds from the Account without a Payment Order in the following cases:
  - 5.9.1. Commission fee;
  - 5.9.2. In cases and in accordance with the procedure specified in regulatory enactments;
  - 5.9.3. If, due to an error, the Client has been paid or transferred an amount of money that exceeds the balance of the Account;
  - 5.9.4. to offset the Client's obligations to the Company;
  - 5.9.5. in other cases provided for in the Service Agreement and regulatory enactments.
- 5.10. All Payment Orders shall be valid for 10 (ten) calendar days, unless the Parties have agreed otherwise.
- 5.11. The Client is not entitled to revoke a Payment Order after it has been received by the Company, except in cases specified in these General Terms and Conditions.
  - 5.11.1. If the Parties have agreed on the execution of the Payment on a specific Business Day, Payment Orders may be revoked no later than by the end of the Business Day preceding the Payment execution date, unless otherwise agreed.
  - 5.11.2. Upon expiry of the term specified in clause 5.11.1 of the General Terms and Conditions, a Payment Order may be revoked only by agreement between the Client and the Company, if necessary, also obtaining the consent of the Recipient.
  - 5.11.3. The Company shall not refund the fee charged to the Client for the revocation of the Payment Order if the funds are not recovered as a result of the revocation of the Payment Order.
- 5.12. The Company may not execute a Payment Order if:
  - 5.12.1. its execution is contrary to the Company's internal regulations;
  - 5.12.2. its execution is contrary to Regulatory Acts
  - 5.12.3. its execution is impossible for reasons beyond the Company's control;
  - 5.12.4. there are insufficient funds in the account to execute the Payment;
  - 5.12.5. it is incorrectly or inaccurately completed;

- 5.12.6. The Customer has not submitted the supporting documents for the Transaction that are necessary to perform the checks referred to in Section 3;
- 5.12.7. The Customer has reached the Payment Service limits;
- 5.12.8. The terms of the Service Agreement would be violated.
- 5.13. In the cases referred to in clause 5.12, the Company shall not be liable in any way 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 a third party – a Correspondent Bank. The Company shall not be liable for the non-execution or untimely execution of a Payment Order if it has occurred due to the fault or negligence of the Correspondent Bank or other third parties.
- 5.15. The maximum execution time for a Payment Order is determined depending on the type of Payment. Before executing a Payment Order, the Company shall provide the Client with information about the maximum execution time for the relevant Payment Order and the applicable Commission Fee.
- 5.16. For the execution of Payment Orders, Account servicing and other Services, the Client shall pay the Company Commission Fees in accordance with the Price List in force at the relevant time. The Client can view the Price List on the Website.
- 5.17. After the Payment Order has been executed and the amount has been debited from the Account (outgoing Payment) or the Company has credited the amount to the Account (incoming Payment), the Company shall make the information about the Payment made available to the Customer.
- 5.17.1. A reference that allows the specific Payment to be identified and information about the Payment recipient (in the case of an outgoing Payment) or 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 and Conditions is available to the Customer in the form of an Account statement in the Internet Bank.
- 5.19. The Customer is obliged to review the Account statement at least once a month and immediately inform the Company of any incorrectly or erroneously executed payments, as well as unauthorised payments.
- 5.20. A payment order is considered to have been executed correctly if it has been executed in accordance with the data specified by the Customer therein (Clause 5.6 of the Regulations). If the Client has provided incorrect data in the Payment Order, the Company shall not be liable for the non-execution or incorrect execution of the Payment Order. The Company is not obliged to verify the correctness of the Payment Order data provided by the Client.
- 5.21. The Company shall only be liable for direct losses incurred by the Client if the Payment Order has not been executed or has been executed incorrectly due to the Company's fault. The Company shall only be liable for the reduction of the Client's current assets, but shall not be liable for the loss of expected profits. The Company shall not be liable in cases where the Payment has not been executed or has been executed incorrectly 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 considered financial advice or a recommendation to enter into a Transaction and does not impose any obligations or responsibilities on the Company.
- 5.23. For opening and maintaining an Account and other Services provided in accordance with the terms of the Service Agreement, the Company shall receive payment in accordance with the Price List in force at that time. For Services that are not included in the Price List but have been necessary to fulfil the Customer's task, the Company is entitled to determine an appropriate fee, unless otherwise agreed with the Customer.

## 6. TERMS OF USE OF THE INTERNET BANK

- 6.1. The Parties agree that the Customer is entitled to perform Transactions in the Account using a remote access tool – Internet Banking.
- 6.2. The Customer creates the Internet Bank user name (e-mail) and password (Login Tools) when concluding the Service Agreement.
- 6.3. The Login Tools are used to identify the Customer in the Internet Bank.
- 6.4. If the Customer uses the Internet Bank to submit Payment Orders, logging into the Internet Bank must be confirmed with an Authentication Tool.



- 6.5. The Customer is responsible for the devices and software used to connect to the Internet Bank, including The Customer is responsible for the licensing or legal use of the software used.
- 6.6. The Customer is not entitled to transfer the Login Tools to third parties. If, for any reason, the Customer wishes to authorise a third party, the Company shall be informed thereof and the authorisation shall be submitted in accordance with Section 4 of the General Terms and Conditions. The Customer confirms that they are 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, third parties have become aware of or have access to the Login Tools issued to the Client, the Client is obliged to immediately notify the Company thereof. In this 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 Customer has information or suspicions that a third party has become aware of information that allows them to dispose of the funds in the Account, the Customer is obliged to immediately inform the Company in order to suspend unauthorised access to the Account.
- 6.9. The Client assumes all risks and liability for losses arising from:
  - 6.9.1. if the Login Tools become known to a third party;
  - 6.9.2. in cases of incorrect or distorted transmission of payment orders, including misunderstandings, errors or distortions caused by a lack of or disruption to the technical communications infrastructure, as well as in cases of unlawful actions by third parties, insofar as this has not occurred due to gross negligence on the part of the Company;
  - 6.9.3. in cases of duplicate payment orders;
  - 6.9.4. if the Customer has voluntarily transferred the use of the Internet Bank to a third party and this third party has acted using the Internet Bank.
- 6.10. The Customer is entitled to use the Company's services in the Internet Bank to the extent permitted by the terms of the Service Agreement and Regulatory Acts.

**7. TERMS AND CONDITIONS FOR THE ISSUANCE, USE AND SERVICING OF CARDS**  
***(this section shall enter into force on 12.01.26.)***

- 7.1. The Customer is entitled to apply for a Card in the Internet Bank after opening an Account and paying the Service fee specified in the Price List. In order to receive a Card, the Customer must confirm the offered options (type of card – physical or digital card) in the Internet Bank. The Customer is entitled to order several cards.
- 7.2. The Company has the right to refuse to issue a Card without providing a reason for the refusal.
- 7.3. The physical Card is sent to the Customer's address. The Company is not responsible for the actions or inaction of the postal service or other third parties in the process of delivering the Card. Before ordering a physical card, the customer is obliged to ensure that the delivery address is correct and that it is possible to deliver the card by post to this address.
- 7.4. The Customer may be charged a Service Fee in accordance with the current Price List for Card services, including Card transactions and the issuance of physical Cards. These Service Fees are deducted from the Account without a separate order or confirmation from the Customer.
- 7.5. The Card PIN code is available in the Mobile App. The Card PIN code is only available for physical cards.
- 7.6. The Card is the property of the Company and is transferred to the Customer for use. Only the Customer is entitled to perform Card transactions using the Card.
- 7.7. The Card may not be used for any illegal purposes, including the purchase and receipt of goods or services that are prohibited by law.
- 7.8. The Customer has the right to independently activate or deactivate functions related to the Card in the Internet Bank, such as use at ATMs, contactless payments or online payments (however, this right cannot be used to stop the execution of Card transactions that have already been approved in accordance with the procedure set out in clause 7.14). Upon receiving the physical Card by post, the Customer must activate the Card in the Internet Bank. To activate the contactless payment functionality, the Customer must make an in-person Card transaction at a Merchant or ATM using the Card chip and entering the PIN code.
- 7.9. The Customer may use the digital Card for payments at Merchants, but the physical Card for payments at Merchants and cash withdrawals at ATMs.

- 7.10. The Company has the right to determine the range of Merchants who do not accept the Card, as well as to identify Merchants whose services or goods cannot be paid for using the Card.
- 7.11. If an incorrect PIN code is entered three times in a row at an ATM, the ATM may retain the Card or restrict its use for cash withdrawals. In such a case, the Customer must contact the Company to agree on the replacement or reactivation of the Card.
- 7.12. At the time of the Card transaction, the Company has the right to reserve (block) the transaction amount and applicable Service fees in the Card Account in accordance with the Price List until confirmation of the Card transaction is received from the Merchant or Card Organisation. Upon receipt of confirmation, the relevant amount and Service Fee shall be debited. If confirmation is not received within the specified period, the funds blocked in the Account shall be released.
- 7.13. Card transactions may only be made within the balance of the Card Account and within the set limits. The Customer is obliged to ensure sufficient funds in the Card Account for the execution of the transaction.
- 7.14. By confirming a Card transaction, the Customer gives their consent to its execution in one of the following ways:
- 7.14.1. by providing the Card number, the Customer's first and last name, the expiry date and the CVC code (if requested by the Merchant) and entering the security code sent by SMS, and the 3DS security password (if provided by the Merchant), if the Card transaction is performed in a digital environment without the physical presence of the Card;
  - 7.14.2. by entering the PIN code or signing a document prepared by the Merchant (cheque, receipt) if the transaction is carried out with the physical presence of the Card;
  - 7.14.3. by placing the Card close to a POS terminal that supports contactless payments, if the transaction amount does not exceed the limit applicable to contactless payments in accordance with the Payment Service Limits;
  - 7.14.4. by inserting the Card into the Merchant's card reader and performing the specified actions.
- 7.15. Before confirming a Card transaction, the Customer must verify the accuracy of the Card transaction amount and other specified data.
- 7.16. Once the Card transaction has been confirmed in one of the ways specified in clause 7.14, it is not possible to withdraw consent.
- 7.17. If the Card transaction is made in a currency other than the euro, the conversion of the Card transaction amount shall be provided by the Card organisation in accordance with its exchange rate on the date of processing of the Card transaction. Changes in the exchange rate shall be applied immediately. The Company applies the currency conversion surcharge specified in the Price List.
- 7.18. The Company has the right to refuse a Card transaction or block the Card in the following cases:
- 7.18.1. The account balance is insufficient for the Card transaction and related fees;
  - 7.18.2. the Card transaction limits are exceeded;
  - 7.18.3. The use of the Card has been suspended, 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. Customer identification is not possible or unsuccessful (including incorrect PIN, 3DS security password, security code or CVC code 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 transaction relationship with the Customer has been terminated;
  - 7.18.11. in other cases provided for in regulatory enactments and the rules of card organisations.
- 7.19. The Card's validity period is indicated on the Card and its digital image in the Internet Bank. After the expiry of the validity period, the Card may not be used; the physical Card must be destroyed. Both the physical and digital Cards become inactive. Before the expiry date, the Company may issue a new Card and charge the Service fee specified in the Price List for its production. If the Customer does not wish to receive a new Card, they must inform the Company via the Internet Bank at least two months before the expiry date of the Card.
- 7.20. The Customer may request the closure of the Card at any time via the Internet Bank.
- 7.21. The Customer is not entitled to transfer the Card, including the digital Card, to third parties, or to disclose the Card PIN code, CVC code or other Card data. The Customer is obliged to keep the Card in a safe place, preventing third parties from accessing the Card details, ensuring that access to the digital Card is only possible with a password and Authentication Tool known to the Customer. If the Customer makes the Card details or PIN code



- easily accessible to third parties (for example, by keeping the PIN code written down together with the Card), this shall be considered gross negligence and the consequences specified in Clause 7.33 shall apply.
- 7.22. If the Card or Card details are lost, used unlawfully or fall into the hands of a third party, or if the Customer suspects such circumstances, the Customer must immediately block the Card in the Internet Bank. If it is not possible to access the Internet Bank, the Customer must immediately suspend the Card and, if necessary, report the unlawful acquisition of the Card or its data by a third party by calling +371 2000 6088 or writing to [info@tigsipay.com](mailto:info@tigsipay.com). Upon receipt of such notification, the Company shall immediately suspend the Card during its working hours.
- 7.23. The Company has the right, but not the obligation, suspend or restrict the operation of the Card or its functions (e.g. payments in other countries or contactless payments) at any time and without prior notice if there are reasonable grounds to suspect unauthorised Card transactions, fraud or other security breaches. The Company shall not be liable for any losses incurred by the Customer as a result of the Card being blocked or restricted for the reasons mentioned in this clause. In this case, the Company shall, to the extent permitted by the Regulatory Acts, inform the Customer about the suspension or restriction of the Card and the reasons for such action.
- 7.24. The Customer is obliged to check their Account and the Card transaction statement made with the Card regularly, but at least once a month. If an unauthorised Card transaction (i.e. one to which the Customer has not given consent) or an erroneous Card transaction (i.e. a transaction in which an error is detected) is detected, the Customer must immediately block the Card in accordance with the procedure set out in Clause 7.22.
- 7.25. Upon detecting the Card transactions referred to in Clause 7.24, the Customer must immediately submit a claim via the Internet Bank, indicating the details of the disputed Card transaction and the circumstances justifying the Customer's claim. A Card transaction shall not be considered erroneous if the error occurred during the execution of the Card transaction, which is beyond the Company's control. Claims shall not be considered if they are submitted later than 13 months after the funds have been debited, and the Company shall not be liable for any losses related to such Card transactions.
- 7.26. If the Customer has a claim regarding a Card transaction to which they have given their consent, the Customer is obliged to first attempt to resolve the dispute with the Merchant. A claim may only be submitted to the Company if the Merchant refuses to cooperate or does not remedy the loss. The Company may, to the extent possible, contact the Merchant (payee); a refund is only possible with the consent of the Merchant (payee) and cannot be guaranteed.
- 7.27. The Customer may submit claims regarding Card transactions via the Internet Bank, and the Company will review them in accordance with the procedure established by the Card organisation. The Customer will be informed about the progress of the claim review within 15 working days after receipt of the claim and all necessary documents. A response or information about additional actions will be provided within 30 business days. The claim is considered received on the day after it is submitted and all documents are attached.
- 7.28. During the claim review process, the Customer is obliged to cooperate with the Company and provide the requested information.
- 7.29. The Company shall be liable for losses incurred by the Customer in the event of unauthorised Card transactions only if such Card transactions have not been confirmed in the manner specified in Clause 7.14 of these Terms and Conditions.
- 7.30. The Company shall immediately, but no later than by the end of the next business day, compensate for the losses by refunding the amount of the unauthorised or erroneous Card transaction in accordance with the procedure specified in the Regulatory Enactments, except for the cases referred to in Clauses 7.33 and 7.34. For claims not related to unauthorised or erroneous Card transactions, compensation for losses shall be made within 5 working days from the moment the claim is recognised as justified and the disputed amount is irrevocably received in the Company's account. Compensation for losses does not in itself imply recognition of the Company's liability; the Company has the right to continue its internal investigation even after compensation has been paid.
- 7.31. If, during the examination of the claim, the Company has reasonable suspicions about the Client's unlawful actions or the Client repeatedly fails to provide the requested information, the Company has the right to refuse to examine the claim and/or not to make a refund until the circumstances are clarified.
- 7.32. If the investigation determines that the Customer's claim is unfounded and the Company has already compensated for the losses, the Company has the right to deduct the transaction amount and the Service fee for the examination of the unfounded claim from the Account Card.
- 7.33. The Company shall not be liable for unauthorised transactions that have occurred:

- 7.33.1. The Customer is aware of the loss of the Card or Card details or their falling into the hands of a third party, but fails to report this in accordance with the procedure set out in clause 7.22;
- 7.33.2. The Customer knowingly disclosing the Card details (e.g. PIN, CVC, 3DS security password) to third parties;
- 7.33.3. The Customer fails to comply with the notification deadline specified in Clause 7.25.

The actions of the Customer described in this clause shall be considered gross negligence, and the Company shall not be obliged to compensate for the losses incurred.

7.34. The Company shall not be liable for losses incurred by the Customer:

- 7.34.1. due to incorrect or inaccurate Card data entry when performing a transaction;
  - 7.34.2. due to communication or technical failures;
  - 7.34.3. if the Merchant refuses to accept the Card;
  - 7.34.4. due to the quality of goods or services purchased with the Card;
  - 7.34.5. as a result of restrictions imposed by third parties that may affect the execution of Card transactions;
  - 7.34.6. due to disruptions in the operations of 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 services.
- 7.35. Other legal relations between the Company and the Customer related to the issuance, use and servicing of the Card, which are not covered by these General Terms and Conditions, shall be governed by the rules of the Card organisation, insofar as they do not conflict with the Regulatory Acts.

## 8. DISPUTES AND JURISDICTION

- 8.1. Disputes and disagreements that may arise between the Company and the Client shall be resolved through negotiations, but if the Parties fail to reach an agreement, disputes shall be resolved in court in accordance with the procedure provided for by law.
- 8.2. The Customer may submit a complaint about the Services provided in accordance with the Company's Complaint Submission and Review Rules, which are published on the Website.
- 8.3. With regard to claims concerning Card transactions, the provisions of Section 7 of these Terms and Conditions shall apply in addition.
- 8.4. Claims regarding the purchase of digital goods in the Mobile Application shall be governed by the provisions of Section 13 of these Terms and Conditions.

## 9. PERSONAL DATA PROCESSING

- 9.1. The Company processes Personal Data in accordance with the Company's Privacy and Cookie Policy published on the Website.
- 9.2. The Company guarantees the confidentiality of the Customer's personal data, Accounts and Transactions in accordance with the requirements of Regulatory Acts.
- 9.3. The Company has the right to record and store telephone conversations and other written or oral information received during communication between the Company and the Client for the purpose of complying with the requirements of Regulatory Acts, improving Services or training Company employees.
- 9.4. By signing the Application and Service Agreement, the Client confirms that:
  - 9.4.1. they are aware that the Personal Data requested and collected by the Company is necessary for the fulfilment of the obligations set out in the Regulatory Acts;
  - 9.4.2. has been informed, in accordance with the procedure established by regulatory enactments, of the possibility to familiarise themselves with the Personal Data obtained by the Company about natural persons and has been informed of the possibility to make corrections to it, except in cases specified by regulatory enactments;
  - 9.4.3. has given permission to the Company to provide information at the Company's disposal about the Customer, the Customer's beneficial owner(s), Transactions performed, Transaction partners and other information available to the Company to Correspondent Banks involved in the Payment processing process at the request of these Correspondent Banks;

- 9.4.4. has authorised the Company to provide information at its disposal about the Customer, its Accounts and Transactions to law enforcement authorities, regulatory authorities, tax administrations and other competent state authorities;
- 9.4.5. is aware that the Personal Data requested and collected by the Company is necessary for the fulfilment of the obligations specified in the Regulatory Acts;
- 9.4.6. agrees to the verification and processing of the requested and collected Personal Data and information.
- 9.4.7. agrees that the Company records and stores telephone conversations between the Company's employees and the Customer and communications made using any other means or systems of information exchange, and recognises these records as sufficient evidence in the resolution of disputes between the Parties, including in court.

## 10. LIABILITY

- 10.1.1. The Parties shall be liable for non-performance or improper performance of the obligations specified in the Service Agreement in accordance with the procedure and to the extent specified in the Regulatory Acts.
- 10.1.2. The Customer shall be entitled to receive compensation for losses from the Company if the Customer, immediately upon becoming aware of an Unauthorised Payment or a Payment executed incorrectly due to the Company's fault, but no later than within 5 (five) calendar days after the funds have been debited from the Account. If the Client is considered a Consumer in accordance with Regulatory Acts, the aforementioned deadline for claiming compensation for losses is 13 (thirteen) months after the funds have been debited from the Account.
- 10.1.3. In the cases referred to in clause 10.1.2 of the General Terms and Conditions, the Company shall compensate the Customer for losses by refunding the amount of the Unauthorised Payment or restoring the Account from which this amount was debited to the state it was in before the unauthorised payment was made.
- 10.1.4. The Company shall not compensate the Customer for losses up to EUR 50 if they have arisen in connection with Unauthorised payments due to the loss, theft or other unlawful appropriation of the payment instrument, or if the Customer has failed to ensure the safe storage of the Access Device and has thus allowed the unlawful use of the Account and the funds therein.
- 10.1.5. The Company shall not reimburse the Customer for losses incurred in connection with Unauthorised Payments if the Customer has acted unlawfully or intentionally (deliberately) or due to gross negligence has not used or stored the Connection Tools or Authentication Means in accordance with the provisions of this Agreement or the provisions of the Authentication Means service provider.
- 10.1.6. The Parties shall not be liable for losses related to unforeseen or insurmountable circumstances that they could not have foreseen and/or influenced by their own will.

## 11. AMENDMENT OF THE SERVICE AGREEMENT

- 11.1. The Company has the right to unilaterally amend the Service Agreement, including the General Terms and Conditions and the Price List, by notifying the Customer at least 60 days in advance on the Website. The Customer shall be deemed to have agreed to the amendments if they have not notified the Company within 60 days of receiving the notification. The Customer shall be deemed to have agreed to the changes if, within 60 days of receiving the notification, they have not notified the Company of their objections to the changes and have not requested the termination of the Service Agreement. The Company may disregard the specified notification period if:
  - 11.1.1. the changes are favourable to the Customer;
  - 11.1.2. the changes are related to compliance with the requirements of Regulatory Acts;
  - 11.1.3. the changes are related to the introduction of new services by the Company;
  - 11.1.4. the changes are related to grammar, numbering or similar formal corrections.
- 11.2. Except for the case specified in Clause 11.1 of the General Terms and Conditions, amendments and additions to the Service Agreement must be approved with an Authentication Tool.

## 12. TERMINATION OF THE SERVICE AGREEMENT

- 12.1. The Service Agreement shall enter into force upon opening the Account and shall be concluded for an indefinite period. A Customer who is a Consumer and who has concluded a Service Agreement using means of distance communication (a distance Service Agreement) may unilaterally terminate this agreement within 14 (fourteen) days from the date of conclusion of the distance Service Agreement or the date of receipt of the distance Service Agreement documents and mandatory information in accordance with the Regulatory Acts, whichever is later. The Service Agreement may only be terminated when the obligations established by the use of the Account and other Services have been fulfilled and the Customer has paid all fees arising from these obligations.
- 12.2. The Service Agreement may be terminated at any time by mutual agreement between the Parties.
- 12.3. The Customer has the right to terminate the Service Agreement by submitting a written Application to the Company 1 (one) month in advance.
- 12.4. The Company has the right to terminate the Service Agreement by notifying the Customer 2 (two) months in advance.
- 12.5. The following actions or actual circumstances on the part of the Customer shall be considered as unilateral withdrawal from the Service Agreement by the Customer, which entitles the Company to terminate the Service Agreement and close the Account without notice.
- 12.5.1. cooperation with the Client creates or may create an unacceptable risk of money laundering and terrorist and proliferation financing, sanctions or reputational risk for the Company, for example, the Client's economic activity, the persons/cooperation partners involved in it, the Client's personal or professional activities are related to persons or territories subject to Sanctions or Sanctions have been imposed on them, the Customer is subject to Sanctions or operates in an area characterised by a high risk of money laundering and terrorist and proliferation financing or Sanctions, without ensuring adequate management of these risks;
- 12.5.2. The Company is unable to fulfil its obligations under the Regulatory Acts, including conducting customer due diligence to the extent necessary to manage the risks of money laundering and terrorist and proliferation financing, Sanctions or reputational risks associated with cooperation with the Customer;
- 12.5.3. The Customer fails to fulfil any of its obligations to the Company;
- 12.5.4. if the Customer has not performed any Transactions in the Account for more than 12 (twelve) months and the balance of the Customer's funds in the Account is not positive;
- 12.5.5. The Client violates Regulatory Acts when performing Transactions;
- 12.5.6. The Company has received negative information about the Client that may affect the Company's reputation;
- 12.5.7. The Client has attempted or committed 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. The Client, being a legal entity, has not submitted documents confirming the powers of the Client's representative by the end of the term of the representative's powers;
- 12.5.10. The Company has information or suspicions that the Client has committed or attempted to commit acts aimed at the legalisation of criminally obtained funds, the financing of terrorism or other criminal offences;
- 12.5.11. In other cases, if provided for in Regulatory Acts.
- 12.6. The Company has the right to suspend any Transactions and other activities in the Account without notice in cases specified in the Service Agreement and Regulatory Acts.
- 12.7. When closing an Account, the Company shall deduct from it the funds specified in Clause 5.9 of the General Terms and Conditions and pay the balance to the Client, except in cases specified in Regulatory Acts.
- 12.8. Within one year after the expiry of the Service Agreement, the Company shall be obliged to refund the unused funds at the Client's request without charging a fee for the refund.

## 13. PURCHASE OF DIGITAL GOODS IN THE MOBILE APPLICATION

### 13.1. General provisions.

- 13.1.1. This section of the General Terms and Conditions regulates the additional service provided by the Company related to the purchase of digital goods in the *Marketplace* section of the Mobile Application.

13.1.2. Unless otherwise specified in this section of the General Terms and Conditions, the other provisions of the General Terms and Conditions apply in full to the use of *Marketplace* and the legal relationships associated with it.

13.1.3. In addition to the terms defined in the General Terms and Conditions, the following special terms are used in this section for the purposes of this section only:

- 1) Activation code – a digital code created by the Issuer, which is required to activate the Goods;
- 2) Price – the price at which the Goods are sold to the Customer. The price is indicated in the Offer before the Order is placed and before the Order amount is paid. The Price may change at any time before the Customer has paid the Order amount. By purchasing the Product, the Customer understands and agrees that the digital nominal value (digital value) of the Product is not the Price and may differ from it. The Price is indicated in euros;
- 3) Identification number – the last four (4) digits of the Order number, which is required to identify the Order and pay for the Order at the Point of Sale.
- 4) Issuer – the person who issues the Goods;
- 5) Commission fee – commission fee (if applicable) (including value added tax, if applicable) for payment of the Order amount at the Point of Sale, which the Customer pays in addition to the Order amount. The amount of the commission fee will be indicated 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 Customer has paid the Order amount;
- 6) Terms of Use – the terms and conditions and restrictions set by the Issuer and/or Seller regarding the validity, activation and other terms and conditions of use of the Goods, including, but not limited to, time, age, territorial, quantity and other restrictions; Terms and conditions for the redemption, cancellation, return or revocation of the Goods, or any other essential characteristics of the Goods;
- 7) *Marketplace* – A section of the Mobile Application where Offers are published and where the Customer can place an Order, as well as pay for the Order online or receive an Identification Number for paying for the Order at the Point of Sale.
- 8) Order number – A unique number created by *the Marketplace* for the Order, which is sent to the Customer's e-mail address and is used to identify the Order. The Order number does not guarantee the availability of the Goods or the fulfilment of the Order. Together with the Order number, the Customer will be notified of the validity period of the Order number, after which the Order will be cancelled.
- 9) Order amount – the total amount that the Customer undertakes to pay for all Goods included in the relevant Order. The order amount is indicated before the Order is placed and before the Order is paid for *on the Marketplace* or at the Point of Sale. The Order Amount may change at any time before the Customer has paid the Order Amount if the Prices change. The Order Amount is indicated in euros.
- 10) Order – selection and ordering of Goods on *the Marketplace*. The Customer may add up to five (5) items to one Order;
- 11) Seller – a person (trader) who sells Goods;
- 12) Sales Agreement – Goods sales agreement concluded between the Seller and the Customer using *the Marketplace*;
- 13) Offer – an offer to sell Goods posted by the Seller on *the Marketplace*, containing a description of the Goods and the Price;
- 14) Goods – digital goods (digital content) for various online services (specific goods that exist only in the form of digital records, programmes – technical complex systems), for example, digital games, game cards, gift cards, codes and other digital content products that are not delivered on a permanent data carrier but are delivered (transferred) in the form of an Activation Code. The range of Goods is indicated on *the Marketplace* and at Points of Sale;
- 15) POS terminal – a certified device of the Company installed at the Point of Sale, which registers the purchase of Goods and payment for the Order, and issues the Customer with an Activation Code (together with the name of the Goods and instructions for activating the Activation Code), which will be printed and handed over to the Customer on a separate informative receipt.
- 16) Point of sale – a place of sale of Goods in the territory of Latvia owned by the Company's cooperation partner, where the sale of Goods for cash is organised.

13.1.4. The right to sell Goods placed on *the Marketplace* belongs to the Sellers. Upon purchasing (paying for) the Goods, a Sales Agreement is concluded between the Seller and the Customer, and the Company is only an intermediary in the conclusion of the Sales Agreement between the Seller and the Customer. The Company is not the owner, publisher or seller of the Goods placed on *the Marketplace*, does not engage in the sale of Goods itself, and is not responsible for the Goods, their conformity, quality, marketability or Terms of Use.

13.1.5. *The Marketplace* may contain links to third-party websites or services that do not belong to the Company. The Company does not control and is not responsible for the content, privacy policies or practices of third-party websites or services. The Company strongly recommends that the Customer familiarise themselves with the terms and conditions and privacy policies of third-party websites or services that the Customer visits. By using *Marketplace*, the Customer acknowledges and agrees that the Company is not responsible, directly or indirectly, for any loss or damage incurred or accepted in connection with third-party websites or services available through them.

**13.2. Publishing offers on Marketplace.**

13.2.1. Offers are published on *Marketplace*. When publishing an Offer, the Company does not check and is not responsible for the Terms of Use.

13.2.2. The Company has the right to change or delete Offers at any time without justification.

13.2.3. The Customer is obliged to familiarise themselves with the Terms of Use before placing an Order. By placing an Order, the Customer confirms that they have read and agree to the Terms of Use.

13.2.4. By ordering Goods on *the Marketplace*, the Customer enters into a Sales Agreement with the Seller for the purchase of the Goods. All issues related to the use and application of the Goods are the sole responsibility of the Seller.

13.2.5. The Customer is informed and agrees that the Publisher and/or Seller may impose additional fees and/or compensation for processing requests for the redemption or return of Goods.

**13.3. Purchase and payment for Goods online on Marketplace.**

13.3.1. To purchase and pay for Goods online on *Marketplace*, the Customer places an Order online on *Marketplace*, namely: selects the Offers that interest the Customer, adds the Goods included in the Offers to the shopping basket, places the Order by clicking on the "Pay" button and pays for the Order or places the Order for payment at the Points of Sale. The prices and Order amount are communicated to the Customer before payment is made. By paying the Order amount, the Customer agrees to the Prices and Order amount.

13.3.2. When purchasing Goods in the Mobile Application, the Order amount can be paid in the following ways:

- with funds in the Account, if the Customer has an Account opened with the Company;
- with a 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 between the Customer and the issuer of the payment card);
- by direct bank transfer (*banklink*) from an account at another financial institution, using the services of the Company's partner bank;
- after placing the Order, by going to the Point of Sale and making the payment in person in accordance with the procedure described in clause 13.4.

13.3.3. The order number is created when the customer has started the payment process or created an order for payment at the Points of Sale. The order number is sent to the Customer's e-mail address: (i) after payment for the Order, if the Customer has paid for the Order online on the Marketplace, or (ii) after placing the Order, if the Customer has chosen to pay for the Order in person at the Point of Sale.

13.3.4. The Order is fulfilled by delivering (transferring) the Goods to the Customer. The activation code (together with the name of the Goods) is sent to the Customer's specified e-mail address no later than two (2) working days after the Order has been placed and the Order amount has been received. After successful payment for the Order, the Activation Code can be found in the Order section of the Mobile Application Marketplace.

13.3.5. The Company reserves the right to cancel the Order before its fulfilment, i.e. before the Goods are delivered (handed over) to the Customer, by notifying the Customer via email and refunding the Order amount paid by the Customer.

**13.4. Purchase and payment for Goods at the Point of Sale.**

13.4.1. To purchase and pay for Goods in cash at the Point of Sale, the Customer first places an Order online on *the Marketplace*, namely: select the Offers that interest the Customer, add the Goods included in the Offers to



the shopping basket and place the Order by selecting the payment method "In store" and pressing the "Pay" button.

13.4.2. Immediately after placing the Order, an Order number is generated and sent to the Customer's e-mail address.

13.4.3. To pay for the Order at the Point of Sale cash desk, the Customer must provide the Point of Sale employee (cashier) with the Order number within its validity period and pay the Order amount and Commission fee (if applicable). The Order amount and Commission fee shall be communicated to the Customer before payment is made at the cash desk of the Point of Sale. By paying the Order amount, the Customer agrees to the Prices, the Order amount and the Commission fee.

13.4.4. The Order is fulfilled by delivering (transferring) the Goods to the Customer. The activation code (together with the name of the Goods and instructions for activating the activation code) will be printed and handed over to the Customer on a separate informative receipt using the TSP terminal, as well as sent to the Customer's e-mail immediately after payment of the Order amount and Commission fee. After successful payment for the Order, the Activation Code can be found in the Marketplace mobile app in the Orders section.

13.4.5. The Company reserves the right to cancel the Order before the Order amount and Commission fee have been paid at the Point of Sale cash desk, notifying the Customer thereof at the Point of Sale and by email.

### 13.5. *Order cancellation and right of withdrawal from a distance contract*

13.5.1. Before paying for the Order, the Customer has the right to cancel the Order at any time. After paying for the Order, the Customer has the right to cancel the Order until the Activation Code is sent to the Customer's e-mail address by contacting the Company's support service by e-mail at [atbalsts@tigsipay.com](mailto:atbalsts@tigsipay.com) and indicating the Order number.

13.5.2. Cancellation of the Order and refund of funds is only possible if the Activation Code has not yet been sent to the Customer's email address. After the Activation Code has been sent, Order cancellation and refunds are not possible, except in cases where the Activation Code is invalid or the Product does not match its description.

13.5.3. When cancelling an Order and refunding funds, the Commission fee is not refunded.

13.5.4. In accordance with Cabinet Regulation No. 255 of 20 May 2014, "Regulations on Distance Contracts" (hereinafter referred to as the "Regulations on Distance Contracts"), a Customer who is a Consumer has the right to withdraw from a distance contract, but the Customer may not exercise this right of withdrawal if any of the contracts specified in Clause 22.13 of the Regulations on Distance Contracts have been concluded; accordingly, a Customer who is a Consumer may not exercise the right of withdrawal if the distance Sales Contract has been concluded for the delivery of Goods (digital content) that are not delivered to the Customer on a permanent data carrier, and the delivery of the Goods (digital content) has commenced with the Customer's prior express consent to the commencement of the service during the period of exercise of the right of withdrawal and confirmation of the loss of the right of withdrawal.

13.5.5. By concluding a distance Sales Agreement, the Customer, who is a Consumer, agrees to the commencement of the service during the withdrawal period and confirms the loss of their right of withdrawal, including confirming their agreement that in this way they lose their right to withdraw from the Sales Agreement in relation to the aforementioned Goods (digital content).

### 13.6. *Compliance of the Goods and complaints*

13.6.1. The Seller shall ensure the conformity of the Goods with the terms of the Sales Agreement.

13.6.2. The Company shall not be liable for any defects in the Goods or their non-compliance with the Sales Agreement. Among other things, the Company shall not be liable for the validity of the Goods, whether the Goods have been used, or for other similar defects in the Goods. The Customer may submit claims arising from a breach of the Sales Agreement and use legal remedies only against the Seller.

13.6.3. In the event of non-conformity of the Goods, the Company may act as an intermediary in resolving the Customer's complaint with the Seller and, if necessary, in obtaining a replacement for the Goods. If the Customer has a complaint regarding the purchase of the Goods, the Customer must submit a complaint to the Company within two (2) months of the date of purchase of the Goods, and the Company will forward the complaint to the Seller or, if possible, resolve the complaint itself. Complaints may be submitted in accordance with the Company's Complaint Submission and Review Rules, which are published on the Website.