

SIA “mobility.delivered”
TERMS AND CONDITIONS FOR THE USE OF SERVICES

1. TERMS USED AND EXPLANATIONS THEREOF

mobility.delivered – Limited liability company „mobility.delivered”, unified registration No. 40203421994.

Mobilly - Limited liability company “Mobilly”, unified registration No. 40003654405, which is licensed to operate an e-money account on behalf of mobility.delivered for use in LINNK application.

Terms and conditions – these terms and conditions for the use of LINNK services

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

Android:

iPhone:

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

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

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

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

Website – website with the website address linnk.app

2. GENERAL TERMS AND CONDITIONS

- 2.1. These Terms and Conditions govern the procedures for the use and payment for LINNK services, bus and train tickets, taxi services and other services offered by proxy of LINNK using Mobilly system.

- 2.2. These terms and conditions shall be mandatory for all Customers. The Customer completely agrees to these Terms and Conditions and admits them to be binding on them as of the moment, when the contract between LINNK and the Customer is concluded.

3. CUSTOMER REGISTRATION IN LINNK SYSTEM

- 3.1. If a natural person intends to use LINNK services, they must conclude a Contract with mobility.delivered and Mobilly for the opening of an electronic money account. Terms and conditions of the Contract for the opening of electronic money account are available here: <https://mobilly.lv/documents/mobilly-elektroniskas-naudas-konta-atversanas-un- apkalposanas-ligums/>
- 3.2. A natural person may conclude an electronic money account opening and maintenance contract by using remote means of communication in one of the following ways: a) calling to the telephone number 1859 or (+371) 22001859 from their mobile phone; b) sending an SMS message with the text JAUNS to the telephone number for enquiries 1859; c) by sending a registration command in Mobilly application, d) by registering on the Website. Regular business hours of Mobilly Customer Service are 8:00 a.m. to 8:00 p.m. on business days and 9:00 a.m. to 5:00 p.m. on Saturdays, however, it may be subject to change.
- 3.3. As soon as Mobilly receives an application for registration, where an intention to become a Customer has been expressed in one of the ways listed above, it is deemed that the person has agreed to the terms and conditions of the Contract and the Contract shall take effect.
- 3.4. If a legal entity intends to use LINNK services, they must conclude a Contract with mobility.delivered for the opening of a Mobilly payment account. Read the Mobilly Payment Services Contract and the terms and conditions of the contract, here: <https://mobilly.lv/documents/mobilly-pakalpojumu-ligums-uznemumiem/>
- 3.5. The Contract with a legal entity shall be concluded in writing. By concluding a contract, the Customer - a legal entity - shall inform mobility.delivered on their representatives - Customers - natural persons -, who have been granted the right to use the services of LINNK on behalf of a Customer - legal entity.
- 3.6. The Customer may access their LINNK account and follow its status on the Website, by entering the telephone number linked to the LINNK account and the password, as well as via the LINNK application.
- 3.7. When using the LINNK application, the Customer must monitor the updates of LINNK application and maintain the current version of LINNK application. Please be advised that during the use of older versions of LINNK application, individual functions and processes may fail to launch.

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

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

- 4.2.1. By using LINNK application or on the Website by using their payment card (Visa, Visa Electron or MasterCard), which has been issued by credit institutions and financial institutions of the European Union, European Economic Area or Russian Federation;
- 4.2.2. By using LINNK application or on the Website by using the supported Internet banking service connections;
- 4.2.3. If a payment card has been linked to a LINNK account, by sending an SMS with the text TOP to 1859 (indicate the sum of Mobilly account top-up in the X space). The amount of top-up will be charged from the payment card account linked to the LINNK account.
- 4.3. The minimum top-up amount of LINNK account is EUR 3.00 (three euros, 00 cents).
- 4.4. The maximum top-up amount of LINNK account is EUR 150.00 (one hundred and fifty euros, 00 cents).
- 4.5. The maximum permissible LINNK account balance is EUR 150.00 (one hundred and fifty euros, 00 cents).
- 4.6. If a payment card has been linked to a LINNK account, a Customer - natural person - may connect automatic top-up of LINNK account, by selecting it in the settings of LINNK application, on the Website or by calling to Mobilly enquiries on 1859. Automatic top-up of LINNK account shall be performed from the payment card linked to the LINNK account, if the LINNK account balance is lower than EUR 3.50 (three euros and fifty cents). If the automatic top-up of LINNK account fails twice consecutively (for instance, due to insufficient balance on the bank account of the Customer), the automatic top-up of LINNK account shall be disconnected and the Mobilly account shall not be topped-up automatically any longer.
- 4.7. If a payment card is linked to a LINNK account and, when making the payment for the service, the LINNK account is short of funds to the amount of at least EUR 3.00 (three euros, 00 cents), the money due shall be charged from the linked payment card. The exceptional cases, when the missing amount of funds that is lower than EUR 3.00 (three euros, 00 cents) will be charged from the linked payment card, are as follows:
 - 4.7.1. When making a regular (recurring) payment, if the Customer has set such.
- 4.8. Prices for services and goods, if paid by LINNK, includes a LINNK commission fee, information regarding which is provided next to each service provision site.
- 4.9. The fee for the SMS messages that the Customer sends to Mobilly is a standard SMS fee in accordance with the tariffs established by the mobile operator of the Customer. The payment for the SMS sent shall be added to the invoice issued by Customer's telephone number operator.

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

- 5.1. Customer - legal entity - shall supplement LINNK account according to their requirements by making a bank transfer to the current account of mobility.delivered indicated in the Contract, or, if the Customer has been granted a credit line under the Contract - by paying up the invoice received from mobility.delivered.
- 5.2. The maximum top-up amount of LINNK account is EUR 150.00 (one hundred and fifty euros, 00 cents).
- 5.3. The maximum permissible LINNK account balance is EUR 150.00 (one hundred and fifty euros, 00 cents). If a Customer - legal entity - intends to exceed the limit of EUR 150 (one hundred and fifty euros, 00 cents), the respective Customer must contact mobility.delivered and submit the requested information in accordance with the terms and conditions of the Contract.
- 5.4. The fee for the reminder message that a Customer - legal entity - receives from Mobilly in SMS format or as a push notification in Mobilly mobile application is EUR 0.11 (zero euros and eleven cents), excluding value added tax in accordance with the tax rate that is currently effective in the Republic of Latvia, which shall be paid in addition. When concluding a contract with Mobilly, the Customer agrees to the receipt of reminder or warning notifications from Mobilly and agrees to the notification fee indicated in this section. The Customer

cannot refuse to receive the reminder and/or warning notifications.

- 5.5. By sending an application to the e-mail address of Mobilly: info@mobilly.lv or by calling to Mobilly hotline for enquiries - 1859, the Customer - legal entity - may select the regularity of the receipt of reminder service. The maximum duration of a reminder may not exceed 24 (twenty-four) hours. The content of warning notification may, for example, warn that the Customer is not permitted to pay on behalf of a Customer - legal entity, inform them regarding data entry error, etc.

6. TRAIN TICKET

- 6.1. The Customer is able to obtain a train ticket by using a LINNK application.
- 6.2. A train ticket must be purchased before boarding the train. The train ticket is valid for travel in the types of transport vehicles indicated in the ticket, indicated route and time period that has been indicated in the ticket, however, the Customer must observe the procedure for the use of train tickets established by the carrier at all times.
- 6.3. Several train tickets may be purchased from one LINNK account.
- 6.4. The train ticket purchased in LINNK application is saved in LINNK application and sent to the e-mail address indicated in LINNK application, if the Customer has indicated so. LINNK shall forward the train ticket purchased on the Website to the e-mail address indicated by the Customer in PDF format.
- 6.5. With the consideration of the provisions of Cabinet Regulation No. 599 "Procedures for the Public Transport Service Provision and Use Thereof" of 28 august 2012, Mobilly hereby informs that the Customer is entitled to return the purchased train ticket to LINNK and to receive the amount of money to the value of 75% of the train ticket price, if the Customer shall inform LINNK thereof no later than two hours before the commencement of the validity period of the ticket by calling the Mobilly hotline for enquiries - 1859.

7. BUS TICKETS

- 7.1. The Customer is able to obtain an intercity bus ticket by using a LINNK application.
- 7.2. mobility.delivered shall send the purchased bus ticket to the e-mail address indicated by the Customer, or the ticket shall be saved on the LINNK mobile application.
- 7.3. The ticket for an intercity bus must be purchased before boarding the bus at least 10 (ten) minutes before the departure. The intercity bus ticket is valid for travel in the types of transport vehicles indicated in the ticket, indicated route and time period that has been indicated in the ticket, however, the Customer must observe the procedure for the use of tickets established by the carrier at all times.
- 7.4. The bus ticket purchased in LINNK application is saved in LINNK application and sent to the e-mail address indicated in LINNK application. mobility.delivered shall forward the bus ticket purchased on the Website to the e-mail address indicated by the Customer in PDF format.
- 7.5. If the Customer has purchased a bus ticket that is subject to discounts, the Customer must demonstrate the documents that entitle them to use the discount (3+ card, disability certificate, etc.) to the bus driver together with the ticket.

- 7.6. With the consideration of the provisions of Cabinet Regulation No. 599 "Procedures for the Public Transport Service Provision and Use Thereof" of 28 august 2012, Mobilly hereby informs that the Customer is entitled to return the purchased bus ticket to mobility.delivered and to receive the amount of money to the value of 75% of the bus ticket price, if the Customer shall inform mobility.delivered thereof no later than two hours before the commencement of the validity period of the ticket by calling the Mobilly hotline for enquiries - 1859.

8. PURCHASING PUBLIC TRANSPORT TICKETS

- 8.1. The Customer may purchase public transport QR code tickets for Tartu and Tallinn by using their LINNK application.
- 8.2. The purchased public transport ticket shall be stored in LINNK application.
- 8.3. Upon boarding public transport vehicle, the Customer must activate the purchased ticket by scanning the QR code installed in the vehicle with the LINNK application or by entering the identification number of the public transport vehicle, which is provided below the QR code installed in the transport vehicle.
- 8.4. When using the public transport, the Customer must comply with the procedures for the use of tickets and terms and conditions established by the public transport operator.
- 8.5. If the Customer has not purchased public transport ticket in advance and the Customer scans the QR code installed in the transport vehicle with LINNK application, the LINNK application will offer a one-step ticket purchase and activation.

9. RIGHTS AND OBLIGATIONS OF MOBILLY AND THE CUSTOMER

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

10. MISCELLANEOUS

- 10.1. All disagreement related to the provision of mobility.delivered services shall be resolved by mutual negotiations between mobility.delivered and the Customer. If the parties fail to reach the agreement - the dispute shall be filed for adjudication to the court instance in accordance with the procedures provided for by the regulatory enactments of the Republic of Latvia.
- 10.2. mobility.delivered shall not have the duty to save the previous editions of the Terms and Conditions.

10.3. In the event of contradictions or uncertainties between the text of the Terms and Conditions in Latvian and a foreign language, the text in Latvian shall prevail.