**TERMS AND CONDITIONS FOR USE OF SĀGA GIFT CARDS**

Valid from: 01.10.2023

These Terms and Conditions determine the procedure of use of the electronic gift cards issued by the Limited Liability Company Transact Pro, in cooperation with LLC Riga Retail Park, which contain electronic money issued by Transact Pro. They are binding upon all Traders, Purchasers and Users.

Electronic gift cards are issued for the purpose of the Purchasers and Users paying, by means of such, for the products and services available in the shopping centre SĀGA at Biķeru iela 4, Biķeru iela 4A, Dreiliņi, Stopiņu Civil Parish, Ropažu Municipality (hereinafter the Shopping Centre) with the electronic money issued by the Issuer and available on the Cards. Gift cards are not intended for issuing cash or online payments.

**1. Definitions**

**Authorisation** means an electronic Card data verification process initiated by the Trader to request authorisation of the Transaction from the Issuer.

**Price List** means a valid list of Commissions, which is available from the Gift Card Point of Sale and the Representative’s website www.saga.lv.

**Transaction** means a financial activity initiated by the Trader where the User, using the Card, pays for the purchase or service by means of electronic money issued by the Issuer and available on the Card account.

**Gift Card, Card** means a *Mastercard* brand electronic gift card issued by the Issuer, which is an anonymous payment tool with a unique number and is intended for performing Transactions – paying for the products and services with the electronic money issued by the Issuer at the Traders’ points of sale in the Shopping Centre. The design of the Cards may vary.

**Gift Card Agreement** means an aggregate of documents governing the rights and duties of the Purchaser, the User, the Issuer and the Representative upon issue of electronic money, issuing, selling, servicing and using the Gift Card. The Gift Card Agreement is comprised of the Terms and Conditions, Price List and the Issuer’s Terms and Conditions for Use of the Prepaid Gift Cards.

**Term of Validity** means a date by which products and services can be paid for by means of the Card, and it is specified on the Card.

**Issuer** means Limited Liability Company Transact Pro, unified registration number 41503033127, registered and office address: Kr. Valdemāra iela 62, 2nd floor, Riga, LV-1013, website: www.transactpro.lv, a licenced electronic money institution entitled to provide payment services, registered in the Bank of Latvia Register of Licences under No. 06.12.04.416/359, the operation of which is supervised the Bank of Latvia. The Issuer is issuing electronic money, issuing the Gift Cards, ensuring payments for the Transactions and carrying out other activities specified in the Terms.

**Issuer’s Terms and Conditions for Use of the Prepaid Gift Cards** means a regulation approved by the Issuer, which is applicable to the Cards, insofar such does not conflict these Terms and insofar the relevant issue is not governed by these Terms; available electronically on the Issuer’s website: www.transactpro.lv.

**Point of Sale** means a point of sale of Dāvanu Serviss, which is also a point of sale of Gift Cards within the Shopping Centre where Gift Cards can be purchased and other operations specified in the Terms can be performed.

**Card Activation** means the activity initiated by a person authorised by the Representative at the moment of purchase of the Card, during which the Term of Validity and the Par Value selected by the Purchaser are granted to the Card. The card is fit for use from the moment of its purchase.

**Losing the Card** means a situation where the Card has been lost or stolen.

**Commission** means a fee for services received in connection with the Card; it is determined according to the valid Price List.

**User** means an individual from the age of 15 (fifteen), who is using the Card to perform the Transactions and the sample of signature of which is on the Card.

**Par Value** means the value in EUR specified on the Card, which the Purchaser pays to the Representative at the moment of purchase of the Card and which is equivalent to the initial amount of electronic money on the Card account.

**Terms** means these Terms and Conditions for Use of the Shopping Centre SĀGA Gift Cards, which are binding upon the Issuer, the Traders, the Purchasers and the Users.

**Representative** means a person authorised by the Issuer who is distributing the Cards at the Infocentre on behalf of the Issuer and is representing the Issuer in relations with the Purchasers and the Users, LLC Riga Retail Park, unified registration number 40203102350.

Office of the Representative: LLC Riga Retail Park, Biķeru iela 4, Dreiliņi, Stopiņu Civil Parish, Ropažu Municipality, LV-2130.

**PIN** means a four-digit combination, 1234, which the User is using upon approving the Transactions involving the Card as well as upon viewing the Card balance on the ATM.

**Purchaser** means an individual from the age of 15 (fifteen) or a legal entity purchasing the Card(s).

**Trader** means a person, the point of sale (shop) of which is situated in the Shopping Centre and which is accepting the Card for payment for the Transaction.

**2. General provisions**

2.1. The Card is anonymous and no name and surname, or name, of the Purchaser or the User is specified on it.

2.2. The Card has a limited Term of Validity, which does not exceed 6 (six) months from the Card Activation date (date of purchase).

2.3. The Card has a limited minimum and maximum admissible Par Value, which shall not be less than the amount of electronic money equivalent to EUR 10.00 (ten euros) or exceed the amount of electronic money equivalent to EUR 150.00 (one hundred and fifty euros).

2.4. Payments with the Card can be only made at the Traders’ points of product sale and service provision within the Shopping Centre, where paying with the Mastercard brand payment cards is possible.

2.5. The Card can be used to perform several Transactions within its Term of Validity and Par Value.

2.6. The Cards can be purchased at the Point of Sale.

**3. Purchase of the Cards at the Point of Sale**

3.1. The Cards can be purchased at the Point of Sale both by individuals and legal entities. In the event of reasonable doubt regarding the Purchaser’s age, the Point of Sale staff is obliged to require the Purchaser to present a valid ID, passport or ID card, prior to Card purchase, to ascertain that the Purchaser has reached the age of 15.

3.2. Purchases of Gift Cards at the Point of Sale by the same individual or legal entity during the same day shall not exceed the total Par Value of Cards equivalent to EUR 400.00 (four hundred euros).

3.3. At the moment of purchase of the Card, the Purchaser must pay the amount equivalent to the full Par Value of the Card and pay the Card issuing fee, if any. Payment shall be made in cash or by payment card accepted by the Representative. It is not possible to pay for the Card by means of other gift cards, checks or similar payment instruments.

3.4. The Par Value of the Card is chosen by the Purchaser at the moment of its purchase, subject to Paragraph 2.3 of the Terms.

3.5. After the Par Value of the Card is paid, the Card is activated. The Card Activation is completed when the Representative prints out a cash receipt certifying the Card purchase transaction. The Card with Par Value printed on it is issued to the Purchaser. A Card purchase cash receipt and the Card deposit receipt in accordance with the procedure set forth by laws and regulations of the Republic of Latvia are issued to the Purchaser together with the Card.

3.6. Legal entities willing to purchase the Cards by means of wire transfer are subject to the provisions of Paragraph 5 of the Terms.

3.7. Right after receipt of the Card, the Purchaser shall verify the Par Value specified on the Card and in the Card deposit receipt, and shall check the Card for damage. If the Purchaser finds any discrepancy, they are obliged to inform the Representative’s staff immediately. In the event of dispute regarding the Par Value, the Par Value amount specified in the Card purchase and in the Card deposit receipt shall be considered as decisive. If the Purchaser is unable to present the relevant receipt then the amount of electronic money equivalent to the amount established according to the data of the cash register at the Point of Sale, which has issued the respective receipt, shall be considered as the Par Value.

3.8. The Purchaser must keep the cash receipt certifying the transaction and the Card deposit receipt, which is the only proof of purchase of the Gift Card. It is required to present such in the event the Gift Card is lost.

3.9. Purchase of the Card confirms that the Purchaser has researched the Terms, the Price List and fully agrees to such, has provided silent agreement to enter into the Gift Card Agreement with the Issuer, represented by the Representative. From the moment of purchase of the Gift Card, the Purchaser is bound by the Terms and the Price List.

**4. Restrictions for Card purchase**

4.1. The Purchaser, without additional research of the Purchaser, can purchase Gift Cards, at a time, for the total Par Value, the equivalent of which does not exceed EUR 400.00 (four hundred euros), subject to the Card Par Value restrictions set forth in Paragraph 2.3.

4.2. It is possible to purchase larger numbers of Cards with greater total Par Value in the procedure set forth in Paragraph 5 of the Terms, upon research of the Purchaser according to the requirements of the Issuer.

4.3. The Issuer and the Representative are entitled to refuse issuing Gift Cards to the Purchaser if attempted money laundering or terrorism and proliferation financing, breach, circumventing or attempted circumventing of international sanctions or national sanctions of the Republic of Latvia is suspected, as well as in other events provided in other laws and regulations or in these Terms.

**5. Purchase of Cards above the limit or by post-payment**

5.1. Any legal entities or individuals willing to purchase the Cards for the total amount of Par Value exceeding EUR 400.00 shall enter into an individual Gift Card purchase agreement by completing the application form at the Point of Sale or electronically, by inter alia specifying the purpose of purchase of the Gift Cards. The Purchaser is obliged to retain information regarding further transfer of Gift Cards to the User.

5.2. If the Purchaser is willing to order and purchase the Cards by wire transfer or by payment card, an invoice shall be sent to the Purchaser after the order for the Cards is confirmed.

5.3. The Purchaser is obliged to pay the above invoice within 10 (ten) days of its issue date. If no payment is made by the deadline then such order is not binding for either the Representative or the Issuer.

5.4. Within 5 (five) business days after full payment of the invoice, the Representative shall prepare the Cards and notify the Purchaser of the possibility to receive them at the Point of Sale.

5.5. Upon receipt of the Cards, the authorised recipient of the Purchaser shall verify the number of cards received, the Par Value specified on the Cards and in the delivery note, and shall also check the Cards for obvious damage. Upon finding any discrepancies, the authorised recipient of the Purchaser shall immediately bring such to the attention of the Point of Sale staff. After the Cards are issued to the authorised recipient of the Purchaser, no claims regarding correspondence of the number of the Cards and the Par Value to the order or the condition of the Cards will be accepted.

**6. Research of the Purchaser**

6.1. Prior to issuing the Gift Card to the Purchaser, the Issuer and the Representative are entitled, and in the event discussed in Paragraph 4.2 of the Terms they are obliged to carry out research of the Purchaser in the procedure provided in laws and regulations and in the customer research policies and procedures of the Issuer.

6.2. Prior to issuing the Gift Card to the Purchaser, the Representative, and also the Trader, in the event of reasonable doubt and prior to accepting the Card for payment for the Transaction, is obliged to verify correspondence of the Purchaser’s age to the Terms by inspecting a valid identification document presented by the Purchaser.

6.3. The Issuer and the Representative are entitled to refuse issuing the Gift Card if research of the Purchaser according to provisions of Paragraphs 6.1 and 6.2 is not possible, and the Trader is entitled not to accept the Card for payment for the Transaction if performance of provisions of Paragraph 6.2 is not possible.

**7. Rights and duties of the Purchaser and the User**

7.1. The Purchaser is entitled to transfer the Card for use by any third party, the User, or use it themselves, thus becoming a User. Upon transferring the Card to the User, the Purchaser is obliged to familiarise the User with the Terms, the Price List and other information pertaining to the Cards. Likewise, the User is entitled to transfer the Card further to other Users without limitation, subject to performing the activities prescribed for the Purchaser in this Paragraph of the Terms.

7.2. The User acquires all the rights of the User from the moment of receipt and signing the Card. From the moment the User has received and started using the Card, including filing any kind of application related to the Card or its use with the Representative or the Issuer, the User also accepts all duties related to the use of the Card, including that the Terms become binding upon them.

7.3. The User is entitled to pay, without any restriction, the Traders with the Card throughout its Term of Validity and until the total amount of the Transactions and the Commissions does not exceed the Par Value of the Card.

7.4. The Purchaser or the User is entitled to return damaged Cards to the Representative in accordance with the Terms. Cards are replaced only where the damaged Card has been submitted and it shows no sign of counterfeit.

7.5. The Purchaser and the User acknowledge and agree that the Representative, the Trader and the Issuer are entitled to report to the responsible authorities and are entitled to require identification of the Purchaser and the User in the events where the Representative, the Trader or the Issuer has reason to believe that the Purchaser or the User is planning to perform or has performed a suspicious transaction.

7.6. The Purchaser and the User assume all risks of possible loss of the Card from the moment the Card is issued to the Purchaser in line with these Terms. In the event of loss of the Card, where there is a risk for unauthorised use of the Card, the respective Card is locked by the Purchaser or the User applying for locking the Card by calling 67222 555 and by submitting also a written notification as soon as possible. Any risk of potential unauthorised Transactions with the Card until the moment the Issuer is notified of locking the Card are assumed by the User or the Purchaser; the Issuer is not responsible for unauthorised (i.e. performed without the consent of the payer) Transactions performed with a Card, the Par Value of which does not exceed EUR 150.00 (one hundred and fifty euros). Upon locking the Card, the name, surname, contact details, Card number (or its portion that is visible on the cash receipt certifying purchase of the Card) shall be provided.

7.7. The User or the Purchaser is entitled to require replacing a lost or stolen Card with a new Card with such electronic money balance as the lost or stolen Card had, if the conditions specified in Paragraph 7.6 are met, the User or the Purchaser has submitted an application for Card replacement by presenting the Card purchase receipt or another document proving acquisition of the Card in a legal way, and upon payment of the Commission for Card replacement (its equivalent may be withheld from the electronic money balance of the Card). The Issuer is entitled to refuse replacing the Card if the information provided by the User or the Purchaser is irrelevant or the Card balance has been spent before it was locked.

**8. Purchases made with the Card**

8.1. The card may be used for the Transactions right after its purchase.

8.2. Prior to making purchase with the Card, the Card User must sign on the Card.

8.3. Purchases with the Card are made by giving the Card to the Trader’s staff prior to performance of the Transaction.

8.4. In order to perform the Transaction, the Trader’s staff starts the Card Authorisation.

8.5. If the Authorisation is successful, electronic money is deducted from the Card account equivalent to the amount of purchase, and the User receives a cash register and POS terminal receipt certifying the Transaction. The User is obliged to sign one copy of the POS terminal receipt and return it to the Trader’s staff, and retain the other for the situation where the Issuer requests such in order to decide the claims submitted by the Purchaser or the User.

8.6. If the Authorisation fails because:

8.6.1. the Card account balance is not sufficient to perform the Transaction, the User is entitled to pay the difference with another Card, in cash or with a bank payment card, if such option is provided by the Trader;

8.6.2. the Term of Validity of the Card has expired, then the User is entitled to apply for renewal of the Card in accordance with these Terms, upon paying the Commission;

8.6.3. the Card is damaged, then the User is entitled to apply for replacement of the Card in accordance with these Terms;

8.6.4. telecommunication services are not available or other technical issues have arisen, then the User must pay for the specific product or service by other means of payment, if possible. If such unsuccessful attempted purchase takes place on the last day of the Term of Validity of the Card then the User is entitled to request extending the Term of Validity of the Card for not less than one day without paying the Commission.

8.7. The Trader may not accept the Card to perform the Transaction if the Card account balance is equivalent to EUR 0.00 (zero euros), its Term of Validity has expired, it is damaged or Authorisation refusal has been received due to the Card being reported stolen or lost.

8.8. The Trader may not accept the Card to perform the Transaction if the staff suspects that the card is counterfeit or the security parameters of the Card do not meet the terms of international payment systems. In the event of such suspicion, the Trader may withhold the Card. The withheld Cards are delivered to the Issuer to decide on further action concerning such.

8.9. If the Trader is not accepting the Card to pay for the products or services or the User reasonably suspects that the Trader is unnecessarily reading the Card data several times or performing other suspicious operations with the Card, or unreasonably refuses the User performing the Transaction with the Card, the User is obliged to immediately notify such to a representative of the Point of Sale or the Issuer and, where requested, to provide written explanation, recording the developed situation and all circumstances. If the User fails to meet the provisions of this Paragraph of the Terms with regard to the duty to notify possible or established misbehaviour of the Trader, the data of the Issuer’s Card Processing System regarding the Transaction shall be considered as justified proof for the fact of the Transaction, including the Transaction amount.

8.10. If the Transaction is cancelled for any reason (such as any event provided in the Consumer Rights Protection Law), the Trader shall refund the Transaction amount or its portion to the User in accordance with the Transaction Cancellation Procedure determined by the Trader.

8.11. The Representative may specify individual Traders, payment for the products or services of which with the Card is not possible. If such limitations are in place, the information about such shall be visibly placed at the Point of Sale and the Representative’s website www.saga.lv. The User is entitled to ascertain at the Point of Sale at any time whether non-acceptance of the Cards is the initiative of the particular Trader (and thus non-compliant with these Terms) or it is determined by the Representative.

**9. The Commissions**

9.1. Issue and use of the Card is subject to the Commissions determined for the customers in the Price List.

9.2. The Commissions are determined for additional services provided upon request of the Purchaser or the User, for example, including, but not limited to renewal of the Card, replacing a damaged Card, viewing the Card account balance on the ATM, etc.

9.3. The Issuer is entitled to change the Commissions unilaterally, ensuring their publishing on the Representative’s website and displaying the Price List at the Point of Sale.

9.4. The Commissions are payable in cash or by bank payment card prior to receipt of the service concerned. The Commission may be withheld from the Card account balance by means of the Issuer writing off electronic money from the Card account in the amount equivalent to the payable Commission and accordingly reducing the amount of the User’s claim against the Issuer for redemption of electronic money, if the Card account balance is sufficient for paying the Commission.

9.5. After expiry of the Term of Validity, for the Card, the electronic money balance in the account of which exceeds 0.00, a Commission for the Card account maintenance will be withheld by the last business day of each month, until the electronic money balance of the Card account reaches 0.00 and the Card account is closed.

**10. Overviews of Transactions with the Card**

10.1. The User may request an overview of all Transaction performed with the Card (Card account statement) from the Point of Sale by completing an application. The User shall receive the answer within 5 (five) business days.

10.2. The User can receive information about the Card balance:

10.2.1. free of charge, at the Point of Sale during its opening hours;

10.2.2. free of charge, at any time of day (except for the interruptions due to technical reasons) [from] the Issuer or on the website www.saga.lv by entering the Card number, or by calling 67222 555 and providing the Card number;

10.2.3. for a fee in the amount of Commission specified in the Price List – at the ATM of any bank featuring the Mastercard logotype by inserting the Card and entering its PIN.

10.3. The information specified in Paragraphs 10.1 and 10.2 of the Terms is available during the Term of Validity of the Card and for at least 1.5 years after expiry of the Term of Validity at the Point of Sale and from the Issuer.

10.4. Overviews and information specified in Paragraphs 10.1 and 10.2 of the Terms are drafted electronically and are valid without a signature and a stamp.

**11. Supplementing the Cards**

11.1. The Par Value of the Card is recorded at the moment of Card Activation, and it is not possible to increase or supplement it after the Card is purchased; it is not possible to repeatedly supplement the Card balance.

11.2. It is not possible to combine balances of several Cards.

**12. Term of Validity of the Cards, invalid and counterfeit Cards**

12.1. The Term of Validity of the Card is printed on the Card. The Card is valid until the last date of the month specified on the Card (inclusive), within the opening hours of the Representative or the relevant Trader.

12.2. The Card is invalid where:

12.2.1. its electronic money balance is equal to 0.00 (zero); or

12.2.2. its Term of Validity has expired; or

12.2.3. it is damaged (the Card is considered damaged if it is not possible to electronically read its magnetic strip or it shows mechanical damage, the card number, Par Value of Term of Validity is not visible); or

12.2.4. it is counterfeit or shows signs of counterfeit.

12.3. The Card is considered counterfeit if its electronic money balance exceeds the amount equivalent to EUR 150.00 (one hundred and fifty euros), its appearance/design does not correspond to the Card specimen defined by the Representative or where there are other signs of counterfeit described in the Issuer’s Terms and Conditions for Use of the Prepaid Gift Cards.

12.4. Counterfeit Cards are annulled, it is not possible to replace such with valid Cards, their balance is not redeemed and its equivalent in euro currency is not paid out to the User.

12.5. In the events specified in Paragraphs 12.2.2 and 12.2.3 of the Terms the card may be replaced with a new one, upon filing a relevant application with the Point of Sale and paying the Commission.

**13. Renewal or replacement of Cards**

13.1. It is possible to renew the Term of Validity of the Card once during one year after expiry of the initial Term of Validity of the Card. A new Card with the same balance as the Card to be replaced had and with the Term of Validity of 6 (six) months is issued to the User in exchange to the Card to be replaced. The User shall hand over the Card to be replaced to the Point of Sale.

13.2. A mechanically damaged Card, paying with which is not possible, may be replaced with a new Card with the Par Value not exceeding the balance of the replaced Card.

13.3. Action in the events discussed in Paragraphs 13.1 and 13.2 of the Terms:

13.3.1. the User, at the Point of Sale, must complete an application specified by the Point of Sale staff;

13.3.2. the User must specify their contact details to enable the Representative or the Issuer contacting the User in the event of questions related to the application;

13.3.3. the Issuer shall review the application within 2 (two) business days of the Issuer (all days except Saturday and Sunday, national holidays of the Republic of Latvia as well as additional free days determined by the Issuer, information about which is available on the Issuer’s website www.transactpro.lv) after the date of its receipt of the respective application;

13.3.4. after the decision is made, the Representative or the Issuer shall contact the User and shall agree on the procedure of replacing the Card, or shall notify the refusal to replace the Card.

13.4. A damaged Card is not replaced with a new Card if signs of counterfeit are found.

13.5. Replacing damaged Cards with new Cards takes place at the Point of Sale by submitting the damaged Card, paying the Commission, if applicable, and presenting a document certifying purchase of the Card.

**14. Electronic money redemption and receiving the Card balance**

14.1. During the Term of Validity of the Card and during 2.5 (two and a half) years after expiry of its initial Term of Validity the User is entitled to file an application with the Point of Sale for redemption of the electronic money on the Card account by the Issuer and paying out the Card balance in non-cash funds. The User shall complete a defined form, shall submit the Card to the Point of Sale, shall present, if requested, a document certifying purchase of the Card and the identification document of the User, and shall pay the Commission. The Card balance shall not be paid out if it does not exceed the amount of the payable Commission or if the Card is not submitted, or if signs of counterfeit Card are found.

14.2. It is possible to request and receive the electronic money redemption and payment of the Card balance only once and only in the full amount of Card balance; partial redemption of electronic money on the Card account is not possible. After the balance is paid out, the Card is annulled, the Card account is closed and the Card is not usable any more.

14.3. After expiry of term specified in Paragraph 14.1 of the Terms the User forfeits the right of claim against the Issuer for redemption of the electronic money balance on the Card account; the electronic money balance is deleted and its money equivalent is not paid in the future.

**15. Claims**

15.1. The Purchaser and the User are entitled to file any claims regarding the purchase of the Card and the Transactions with the Cards by the deadline and in the procedure set forth in the Issuer’s Terms and Conditions for Use of the Prepaid Gift Cards.

15.2. Claims may be submitted at the Point of Sale as well as to the Issuer, without intermediation of the Representative.

15.3. Claims must be submitted in writing, specifying the name, surname, contact details of the claimant, Card number, the Transaction or data challenged by the claimant, facts and circumstances justifying the claim, and the request of the claimant.

15.4. Claims regarding Transactions are reviewed and a motivated answer to the claim is provided with 45 (forty-five) days after their receipt. Claims of other kind, which are related to purchase of the Card or its use (where no Transactions are challenged), are reviewed in line with the procedure provided in the Issuer’s Claim Management Policy, which is available from the Point of Sale, the Issuer’s office at its registered address and the website www.transactpro.lv.

15.5. Claims filed after the deadline specified in Paragraph 15.4 of these Terms or which do not meet the requirements of Paragraph 15.3 of these Terms are not addressed. In the events specified in the Terms, the claim must feature attached the Card that the claim relates to.

15.6. The Purchaser and the User is obliged to inspect the received receipts right after purchase of the Card and performance of any Transaction.

15.7. In the event of any discrepancy, data from the card transaction processing system used by the Issuer about the Transaction and Card balances shall be considered decisive.

15.8. If the claim is found justified then the Issuer shall either renew the validity or balance of the existing Card or issue the claimant with a new Card with the Par Value corresponding to the amount to be reasonably compensated.

15.9. If the claim is found not justified then the claimant is obliged to pay the Commission for reviewing an unjustified claim in accordance with the Price List. The Issuer is entitled to withhold the Commission from the Card balance by writing off electronic money from the Card account in the amount equivalent to the Commission and accordingly reducing the amount of the User’s claim against the Issuer for redemption of electronic money.

**16. Rights and liability of the Issuer and the Representative**

16.1. The Representative is liable only for the performance of its duties described in the Terms; duties of the Issuer have been additionally defined in the Issuer’s Terms and Conditions for Use of the Prepaid Gift Cards.

16.2. The Issuer or the Representative is not responsible for the quality, safety or compliance of the products sold or services provided by the Trader.

16.3. In any event, the liability of the Issuer is limited to the amount of balance of the respective Card.

**17. Processing of personal data of the Purchaser and the User**

17.1. The Issuer and the Representative are processing personal data of the Purchaser and the User for the following purposes:

17.1.1. to provide services to the Purchaser and the User under the Agreement;

17.1.2. to enter into and to perform the Gift Card Agreement;

17.1.3. to perform any duties imposed by laws and regulations in the areas of accounting and prevention of terrorism financing and money laundering.

17.2. Processing of personal data of the Purchaser and the User by the Issuer and the Representative is based on:

17.2.1. the need to enter into and to perform the Agreement with the Purchaser or the User;

17.2.2. the need to respect legitimate interests of the Issuer and the Representative, to protect their rights in the procedure provided by the applicable laws and regulations;

17.2.3. the need to perform a legal duty attributable to the Issuer or the Representative.

17.3. If the Purchaser or the User refuses to provide their personal data or object to their processing in the event where such is required to enter into the Agreement or to perform the duties imposed on the Issuer or the Representative by laws and regulations, the Issuer or the Representative will not be able to provide their services to the Purchaser or the User.

17.4. The Issuer is transferring or may transfer personal data of the Purchaser or the User to the following representatives and cooperation partners of the Issuer, including outside the European Union:

17.4.1. the Representative;

17.4.2. the Trader;

17.4.3. international payment card systems;

17.4.4. payment service institutions;

17.4.5. IT, accounting and legal service providers;

17.4.6. state and local government institutions.

17.5. Documents containing personal data of the Purchaser or the User will be stored in accordance with the laws and regulations attributable to the Issuer in the procedure specified below:

17.5.1. Agreement and a copy of the identification document of the Purchaser or the User – at least 5 (five) years from the date of performance of the Agreement;

17.5.2. application (including the claim) and documents related thereto – at least 3 (three) years after the date of receipt.

17.6. The Purchaser and the User have the following rights in the area of data processing:

17.6.1. the right to access personal data;

17.6.2. the right to correct personal data, insofar such is possible;

17.6.3. the right to erase personal data, insofar such is possible;

17.6.4. the right to restrict processing of personal data, insofar such is possible;

17.6.5. the right to object to processing of personal data;

17.6.6. the right to data transfer, insofar such is possible;

17.6.7. the right to file a complaint with the national personal data protection authority.

**18. Dispute resolution and applicable law**

18.1. The Terms shall be interpreted in accordance with laws and regulations of the Republic of Latvia.

18.2. In the event of claims or objections, the Customer is entitled to address the Issuer directly or submit such in writing at the Point of Sale, addressed to the Issuer. Customer complaints will be reviewed in the procedure provided in the Issuer’s Claim Management Policy

18.3. Any disputes arising between the Issuer, the Representative, the Purchaser and the User in relation to the Cards or the Terms, any discrepancies of financial or non-financial nature or claims arising from these Terms, which they have failed to negotiate, shall be resolved in the court of the Republic of Latvia.

**19. Final provisions**

19.1. Upon paying with the Card or signing the Card purchase agreement, the Purchaser enters into the Gift Card Agreement, and as of that moment the Purchaser is bound by all terms and conditions of the Gift Card Agreement, including the Terms; by such action the Purchaser certifies that they have researched terms and conditions of the Gift Card Agreement, agree to such and undertake to perform such.

19.2. The Gift Card Agreement is valid until the Card has a valid Term of Validity. Upon expiry of the Term of Validity of the Card, the relevant Gift Card Agreement expires as well; in such an event, those provisions of the agreement remain in force which govern renewal of the Card, maintenance of the Card account and redemption of electronic money as well as legal relationship of the Parties to that effect.