

CONFIRMED
LatCard JSC
Board decision No. 19/06/18
Effective from 2018. June 19th

BRAVO GIFT CARD CARDHOLDER AGREEMENT

1. TERMS USED IN THE AGREEMENT

- 1.1. Balance** – the amount of electronic money on the Gift Card which at the respective moment is not yet used for purchases.
- 1.2. Buyer** – A private individual or legal entity that purchases or orders the Gift Card from the Issuer or Distributor.
- 1.3. Commission Fee** – fee that User pays to Issuer for additional services that are set by Tariffs.
- 1.4. Distributor** – authorized by Issuer entity, assigned by Issuer to distribute Gift Cards and assigned to represent Issuer in it's relation with Buyer.
- 1.5. Expiry date** – the period till (including) the last day of the month specified on the front face of the Gift Card during which the Gift Card may be used for payment at sales outlets for Transactions and other services, unless the Validity Period specified by the Issuer has expired.
- 1.6. Face (nominal, issued) Value** – The consideration paid by the User to the Issuer against Gift Card of the same value after deduction of the Card fee. The Face Value of the Gift Card is paid in euro.
- 1.7. Gift Card, Card** – prepaid Gift Card issued by the Issuer bearing a unique primary account number and intended for Transactions – payment for goods and services.
- 1.8. Issuer** – “LatCard” JSC, registered in the Enterprise Register of the Republic of Latvia with No. LV40103453692, registered in the Register of Electronic Money Institutions, registered address: Kr.Barona street 55 No. 17, Riga, LV-1001, e-mail: info@latcard.lv. Activity of the Issuer is supervised by Finance and Capital Market Commission.
- 1.9. MasterCard Cards** – payment cards issued under license of international payment system MasterCard.
- 1.10. Merchant** – an entity, that accepts at it's own sales places MasterCard Cards as a mean of payment for goods and services and at the same time can provide Gift Card authorization during Transaction processing.
- 1.11. On-line System** – personal account of the User where all information about the Gift Card is available for supervision.
- 1.12. Transaction** – financial operation performed at the sales outlet where payment for purchase or service is made by the Card.
- 1.13. User** – A private individual or legal entity using the Gift Card issued by the Issuer for paying goods and services.
- 1.14. Validity Period** – the period specified by the Issuer, starting from the date of activating, during which the Gift Card may be used for payment at sales outlets for Transactions and other services, unless the Card Expiry date has passed.

2. GENERAL TERMS AND CONDITIONS

- 2.1. This Agreement defines the rules of issuing, circulation and usage of Cards.
- 2.2. This Agreement is written in Latvian, Russian and English languages. For legal interpretations of this Agreement to prevent misreading between Latvian, Russian and English versions, Latvian version prevail.
- 2.3. Issuer has the right to change this Agreement unilaterally. Modifications become effective for the User within one month from the date of publication on the Issuer's site www.bravo.gift. Modifications of this Agreement is treated as accepted by User, unless User have not notified about agreement termination before the moment of modifications become effective.
- 2.4. This Agreement shall govern the legal relations between the Buyer, the User and the Issuer concerning the purchase, issuing and use of the prepaid Gift Card issued by the Issuer, and they shall be binding upon all Buyers and Users.
- 2.5. The Cards issued by the Issuer, are international prepaid Gift Cards and are the means of cashless payment. The Cards intended to be used for cashless payments of goods and services at the sales outlets where payment instruments of international payment system MasterCard are accepted.
- 2.6. The Gift Card is anonymous, without specifying the name and/or surname of the Buyer or User on it. The Gift Cards may not be used for cash withdrawal.
- 2.7. To start using the Gift Card, User must activate it with On-line System at the Issuer's site www.bravo.gift.
- 2.8. The Gift Card is active and ready for making Transactions when it is signed by User and activated at the Issuer's On-line System site www.bravo.gift. Unsigned Gift Card is treated as used by User unlawfully, so Issuer carries no responsibilities to User for the executions of obligations under this Agreement.
- 2.9. The Card has limited Validity Period of no more than 6 (six) months, starting from moment of Card activation.
- 2.10. The Card has limited Face Value. All imposed requirements including issued amount and all other limits are defined by Issuer.
- 2.11. The Face Value of the Gift Card may not be increased; the Balance of the Gift Card may not be supplemented, and the spent Gift Card shall become invalid.
- 2.12. The Balance on several Gift Cards may not be aggregated.
- 2.13. The Balance on active, valid Gift Card may not be transferred to any other Gift Card.
- 2.14. External appearance of the Gift Card and it's packaging, including design and printed on Card and packaging information are defined by the Issuer.
- 2.15. The Gift Card cannot be used at an automated fuel dispenser.

3. CARD PURCHASE

- 3.1. The Gift Card could be purchased from the Issuer or Distributor. Card could be purchased at the Issuers site www.bravo.gift. This site also provide full information about additional places where Card is available for purchase.
- 3.2. The Buyer could purchase Card by selection of Faced Values from the list of proposed by Issuer, preliminary defined values of 30, 50, 75, 100, 150 or 250 euro.
- 3.3. At the moment of Card purchase Buyer must transfer to Issuer in full funds equal to Faced Value. Funds must be transferred in front, before Card reception, and could be done in

cash or any other means of payment that are accepted by Issuer or Distributor, with the exception of other Gift Cards.

- 3.4. Additional Commission for ordering is calculated and taken, when Buyer ordering Gift Card at the Issuer's site www.bravo.gift by selection such means of payment for the Gift Card as MasterCard or Swedbank bank-link. Commission for ordering is 2% for a total order when paying using MasterCard, and 3% for a total order when paying using Swedbank bank-link.
- 3.5. After receiving Face Value for a Gift Card, Distributor or Issuer gives Buyer the Gift Card and the receipt. The receipt should contain payed Face Value and all additional information necessary as it defined in Latvian laws.
- 3.6. After receiving order from Buyer at the Issuer's site, Issuer should sign out and sent certificate to the e-mail (entered previously by Buyer). Buyer must keep this certificate till the moment of Card reception.
- 3.7. All Gift Card delivery to the Buyer entered address expenses by the means of "Latvijas Pasts" AS are payed by Buyer. Costs of delivery are calculated automatically and added to the Face Value of Gift Card. Delivery expenses are explained in item 8.1 of this Agreement.
- 3.8. When Card is delivered by request of Buyer by post, Issuer bear no responses for the actions of omissions of any third persons, including "Latvijas Pasts" AS or any other provider of post services.
- 3.9. Right after Card purchase Buyer should check that right Face Value is printed on the Card and in the receipt, and should check the package for damages. If Buyer found any inconsistencies, he must immediately inform of this fact to the person that gave Card to Buyer, or to the customer support of the Issuer, calling phone +371 67312 674.
- 3.10. By purchasing the Card, User agrees with the fact that he have read this Terms and Conditions, fully agree with them and willingly agrees to abide them. This Agreement is mandatory for the Buyer from the moment of Card purchase.

4. CARD PURCHASE LIMITATIONS

- 4.1. Purchasing Cards from the Issuer or the Distributor, one Buyer at one time could purchase of Face Values no more than EUR 150,00 (one hundred and fifty euro).
- 4.2. If the Buyer wishes to purchase Face Value more than it is limited for a total Face Value of Cards in item 4.1, Buyer should call Issuer by phone +371 67312 674 or write to Issuer's e-mail info@bravo.gift with his request.
- 4.3. Issuer and Distributor have the rights of rejection of Card delivery to the Gift Card Buyer in case of suspecting that Buyer is trying to do money laundering and legalization of criminal money.

5. CUSTOMER IDENTIFICATION

- 5.1. Issuer and/or Distributor have the rights to perform customer identification/due diligence procedures on Buyers before the Card purchase, as it is established by laws and internal rules of the Issuer, and have the rights to reject Buyers application for the Gift Card if such identification/ due diligence is not possible. Customer identification/ due diligence is performed in following circumstances:

- 5.1.1.** If total amount of Face Value purchased by Buyer at one time is more than EUR 150,00 (one hundred and fifty euro);
- 5.1.2.** If, by the opinion of Issuer or Distributor, there is sign of suspicious Transactions.

6. RIGHTS, OBLIGATIONS AND LIABILITY OF THE BUYER AND USER

- 6.1.** In case the Buyer purchased Card from the Distributor, The Buyer shall keep the receipt confirming purchase of the Card until the Expiry date of the Card or hand it over to the User of the Card along with the Gift Card.
- 6.2.** The Buyer has the right to hand over the Gift Card for use to any third party (the User) or to sign and use it himself. This Agreement shall be binding upon the Buyer from the moment of purchase of the Gift Card.
- 6.3.** If the Gift Card is handed over to a User, the Buyer shall inform the User about this Agreement, the Commission Fee and any other information regarding the use of the Gift Card. The User shall also have the right to transfer the Gift Card to other Users without any limitations. The person who actually possesses the active, valid Gift Card shall be the sole lawful User of the Gift Card.
- 6.4.** The User shall acquire all rights and obligations of the User upon receipt and signing of the Gift Card.
- 6.5.** By receiving and signing the Gift Card it is deemed that User has agreed with this Agreement and the Commission Fee, that from this moment became obligatory for the User.
- 6.6.** The User shall promptly notify the Issuer of the loss, theft of the Gift Card or any other event that results in loss of the Gift Card. If the above-listed circumstances occur, the User shall notify the Issuer thereof by means of telephone call to the customer service centre at +371 67092 555. In the above-described circumstances, the User shall quote the Card number and/or control code of the Card to authorize blocking of the Card.
- 6.7.** The User shall be entitled to use the Gift Card for payments without any limits and to make unlimited number of Transactions at sales outlets during the Validity Period of the Gift Card unless and until the aggregate value of the purchases and the charged Commission Fees exceeds the Face Value of the Gift Card.
- 6.8.** The User and the Buyer must keep Card in such way, that it is not placed near strong electromagnetic fields, near the mobile phone or stored at low temperatures. The User and the Buyer must protect Card from mechanical damages.
- 6.9.** The Buyer or the User shall be entitled to return damaged Gift Cards to the Issuer, provided that requirements of this Agreement are met, in accordance with items 11.8, 12.2 or 12.5 of this Agreement.
- 6.10.** The Buyer or the User are responsible for the usage of Card in accordance with Laws of Latvian Republic, including legal acts of money laundering and criminal money legalization prevention and also with this Agreement.
- 6.11.** The Buyer and the User shall be held liable for all and any damages caused by fraudulent actions, non-compliance with the Agreement and the applicable regulatory acts, or misleading of the Issuer by the Buyer or the User.
- 6.12.** The User shall only be entitled to make payments by means of the Gift Card within the limits of the Face Value without any overdraft of Balance on the Gift Card.

- 6.13. The Buyer and the User shall bear all and any risks resulting from the loss, theft, unlawful alienation or damaging of the Gift Card, from the moment of issuing of the Gift Card to the Buyer or transfer thereof to the User in accordance with the Agreement. The User has the right to request Issuer to declare the Card as not valid, and request the Card to be blocked as a lost or stolen or of any other type of illegally withdraw, either by blocking the Card by calling the phone +371 67092 555 or by means of On-line System at the Issuers site www.bravo.gift. When blocking Card by phone User must provide control number of the Gift Card as identification.
- 6.14. The Buyer and the User shall bear all and any risks resulting from the loss, theft, unlawful alienation or damaging of the Gift Card, if the Buyer or User violated the relevant laws and rules written in this Agreement and/or in corresponding Laws and Regulations relevant to Gift Cards, and if Buyer or User committed fraudulent activity.
- 6.15. The User shall be entitled to request replacement of a lost or stolen Gift Card by filing the Issuer application form on the website www.bravo.gift and/or On-line System, and upon payment of Commission Fee at the rate of such service listed in the pricelist. The Balance left on the replaced Gift Card shall be preserved on the replacement Gift Card. The Validity Period of the new Card shall be 6 (six) months from the date of activation.

7. TRANSACTIONS WITH THE GIFT CARD

- 7.1. The Gift Card may be used as a payment method for goods and services to any Merchant accepting MasterCard payment cards, except automated fuel dispensers.
- 7.2. The Gift Card may be used right after it's activation at the Issuer's site www.bravo.gift. The Gift Card may be used for payment Transaction at any sales outlet in Latvia or aboard, or for any other allowed by Issuer services (f.e. for checking Balance at ATM).
- 7.3. The Gift Card may be used multiple times throughout it's Validity Period for making payments unless it's Face Value is not spent.
- 7.4. Making Transaction, User must sign Transaction receipt (receipt from POS terminal) as a proof of Transaction. Before signing, User must check that the amount in the Transaction receipt is proper Transaction value. User must not sign Transaction receipt if the amount of the Transaction in the receipt or other important Transaction information in the receipt is not right.
- 7.5. The User can not revoke his approval of Transaction after he gave his consent to the sales outlet, with exception of case when User have preliminary agreement with the Issuer and sales outlet of such possibility. The User may ask the Issuer with the written notice to charge back Transaction, submitting to Issuer correctly completed application and approving the claim Transaction documents. The form to fill in for charge-back claim is available at the www.bravo.gift Issuers site, in the section "submit a claim".
- 7.6. The Gift Card may not be used for cash withdrawal or deposit Transactions, and it is only intended for Transactions with the Merchants capable of ensuring authorization of the Gift Card at the moment of Transaction or receipt of certain other services.
- 7.7. Purchases with Card must be done by submitting the Card to the sales outlet worker to make a Transaction.
- 7.8. To make a Transaction with shop the Card must be authorized through shop's POS terminal.

- 7.9.** If Transaction is authorized, the amount of purchase is deducted from Cards Balance, and User receives cashiers receipt, approving the Transaction and POS Transactional receipt. It is the duty of the User to sign Transactional receipt and give it back to the sales outlet cashier.
- 7.10.** Authorization can end-up unsuccessful, so far the Issuer could reject the Transaction in following cases:
- 7.10.1.** Amount on the Card Balance is not enough to make a Transaction and corresponding Commission. The User have the right to make other Transaction for the amount of the leftover Balance of the Gift Card, or to make a purchase paying the difference with other means of payments, including other Gift Cards, cash and other payment cards;
- 7.10.2.** Card Validity Period have passed. The User have the right to ask for the re-issuance of the Gift Card, and for Validity Period prolongation, by submitting the Issuer with an appropriate application. Application form is located in Issuer's On-line System at the site www.bravo.gift under the section "order new Card". The User must pay Commission for re-issuance in accordance to price-list.
- 7.10.3.** Card is damaged. The User have the right to ask for the replacement of the Gift Card, by submitting the Issuer with an appropriate application. Application form sample is available in this Agreement under item Addendum 1. The User must pay Commission for replacement in accordance to price-list.
- 7.10.4.** Usage of the Gift Card is prohibited or restricted in the case if the Gift Card is invalidated (blocked). The User must call the Issuer and if necessary to ask for re-validation (un-blocking) of the Gift Card, according to the Issuer's approved procedure.
- 7.10.5.** When POS terminal at the sales outlet was not working properly or Merchant cashier have made a mistake during the Transaction with the Gift Card that leads to the receiving inadequate (incorrect, erroneous, contradictory or misleading) information about Transaction by Issuer, in that case the User have the right to make this Transaction again after fixing errors and troubleshooting.
- 7.10.6.** When telecommunication services are not provided or there are other connection troubles. The User must try to make a Transaction after a while (5-10 minutes). If such action is not possible, or else Transaction is rejected in repeated authorization, the User may provide payment for wanted goods or services with other means of payment.
- 7.10.7.** In all other cases stipulated by the legislation of the Republic of Latvia.
- 7.11.** Receiving negative authorization, sales outlet worker rejects the Transaction made by the Gift Card. In this case the User has the right to ask from the cashier POS terminal receipt with proof of negative Transaction authorization, if Merchant's system supports such function.
- 7.12.** In accordance with this Agreement the Issuer is not responsible for the Transaction if authorization was negative.
- 7.13.** If Transaction made with the Gift Card was made in currency different from Face Value currency and processing of this Transaction is made by MasterCard following rules applied:
- 7.13.1.** If the Face Value currency is euro (EUR) and Transaction is not in euro, than Transaction amount is converted to euro utilizing conversion rate set by MasterCard at the date of Transaction processing in MasterCard International processing center. If Face Value currency is not euro, than currency is converted to the Card's Face Value currency by the conversion rate set by the Issuer and active at the moment of Transaction processing.
- 7.13.2.** There is currency conversion Commission that is payed by the User to the Issuer. Commission is set in Issuer's price list. Commission is calculated to the amount of the Transaction, converted to the currency of the Face Value of the Gift Card.

- 7.14. MasterCard International payment system currency conversion rate changes are applied by Issuer instantly without preliminary notice.
- 7.15. The amount of Transaction and appropriate Commission are with draught from the Gift Card's account at the same day when Issuer received from the sales outlet or from the clearing center of international payment card organization corresponding payment order for this Transaction. Before the Transaction amount withdrawal from the account the Issuer shall be entitled to block corresponding to Transaction with lowering available Gift Card Balance for the User and limiting usage of blocked amount. The Issuer shall be entitled to withdraw the amount of Transaction and the Commission from the Card's account also in other defined by Issuer time periods.
- 7.16. The Buyer and the User must not use the Gift Card for any illegitimate purposes including purchase of forbidden goods and services.

8. COMMISSION FEES

- 8.1. Price list for the BRAVO Gift Cards are published at the Issuers web site under the section "Tariffs".
- 8.2. The Buyer and the User has the duty to read the Agreement and price list and to monitor changes in them and promptly pay to the Issuer referred Commission fees.
- 8.3. The Buyer and/or the User has the duty to pay Issuer the Commission in established period as it is stated in price list for the production, issuance and service of the Gift Card, as well as the Commission for the Transactions and services that are associated with the use of the Gift Card in accordance with the Agreement and price list.
- 8.4. From the moment when this Agreement became binding for the Buyer or User, the Buyer and the User authorizes the Issuer, without any additional procedures, to withdraw from the Gift Card account all payments, including fee, penalties and any other amounts, which are intended for the Issuer's withdrawal in accordance with the treaties, regulations and / or Commission fees.
- 8.5. Issuer pays no interest for the Gift Card Balance reminder.
- 8.6. The Commission is payed to the Issuer by withdrawal the total amount of Commission fee from the account of the Gift Card. The issuer has the right to reserve any amount of Commission, by deduction of available for the User Balance before the or at the time of the Transaction, and also withhold any fee, writing off its amount from the account of the Gift Card. In some certain cases, the User must pay the Commission in advance of service, by transferring it to the specified account of the Issuer.
- 8.7. Correctly calculated Commissions, written off with accordance to price list before the Issuer receives appropriate written statement of re-issue, replacement of the Gift Card or Gift Card Balance return from the User, will not be returned by the Issuer.

9. PROVIDING INFORMATION ABOUT TRANSACTIONS

- 9.1. When the Transaction amount is debited from the Gift Card account, the Issuer shall make the following information about the Transaction available to the User:
 - 9.1.1. Time of Transaction;
 - 9.1.2. Name of Merchant;
 - 9.1.3. Transaction amount in Transaction currency;
 - 9.1.4. Transaction amount in the Face Value currency of the Gift Card;
 - 9.1.5. Commission fee payable by the User for Transaction, where applicable according to the price list or upon agreement between the User and the Issuer.

- 9.2. The User can receive at any time for free full statement report about all Transactions made with the Gift Card. This statement report is available through On-line System at the site www.bravo.gift, by entering the Gift Card number and Card control code.
- 9.3. Information about Balance on the Gift Card shall be available to the User at any time of a day (except technical breaks and scheduled maintenance periods) on the Issuer's website upon entering the Card number and control code of the Gift Card, or by calling customer service centre at +371 67092 555 and quoting the Card number of valid Gift Card, or on ATMs where such option is available, upon entering PIN code – 3333 and payment of the Commission Fee listed in the price list.
- 9.4. The information specified in Clause 9.1 thereof shall be available to the User on the Issuer's website www.bravo.gift during the Validity Period of the Gift Card and 18 months after the expiration of the Validity Period.

10. VALIDITY PERIOD AND EXPIRY DATE OF THE CARDS, INVALID AND COUNTERFEIT GIFT CARDS

- 10.1. Validity Period of the Gift Card shall be 6 (six) months from the date of activation.
- 10.2. Expiry date of the Gift Card shall be limited, as marked on front side of the Gift Card. The Buyer upon purchase of the Gift Card and the User upon receipt of the Gift Card shall accept the Expiry date marked on the Gift Card.
- 10.3. The Gift Card shall be invalid for use if:
 - 10.3.1. The Balance on the Card is equal to EUR 0.00 (zero euro); or
 - 10.3.2. The Expiry date has expired; or
 - 10.3.3. The Validity Period has expired; or
 - 10.3.4. The Card is damaged; or
 - 10.3.5. The Card is blocked as a result of theft, loss or other unlawful acquisition; or
 - 10.3.6. The Card is counterfeit or bears the signs of counterfeiting.
- 10.4. The Gift Card shall be treated as counterfeited if:
 - 10.4.1. The Balance on the Card is more than Face Value and this is not a result of currency conversion during Issuers return of the funds operation following Transaction cancellation;
 - 10.4.2. The Card external appearance and design is not as defined by Issuer and not equal to the standard sample of the Gift Card design;
 - 10.4.3. The Card security signs do not comply with the requirements of international payment card organization;
 - 10.4.4. The Card have other evidences of counterfeiting, including suspects that information contained in the Card media including magnetic stripe, chip and/or embossed/indented lines is forged or transformed.
- 10.5. Counterfeit Gift Cards are voided, it is impossible to exchange them for real Gift Cards or use it to make payment Transaction, and Card account Balance leftover is not paid back to User.
- 10.6. For the security reasons, or in the case of the User not following this Agreement, or in the case that Issuer has reasonable suspicion that the Card is used unlawfully or unauthorized, including suspicious or unusual Transactions, or Card fraud, or in case where there is increased risk that the User or the Buyer will not be able to meet his financial obligations, the Issuer has the right to at any time without prior notice to block or to restrict the Gift Card usage and to declare it voided.

11. EXCHANGE AND RENEWAL OF THE GIFT CARDS

- 11.1. After the Validity Period expiration it is possible to exchange the expired Gift Card with the valid Gift Card, or renew I.e. extend the Validity Period. It is possible to do in continuation of one month after the Card's Validity Period expiration. To do this, the User must correctly fill out and submit an application to the Issuer in the On-line System at the site www.bravo.gift under the section “order new Card” and must pay the Commission according to price list. In this case, when if the Issuer has agreed to exchange the Gift Card in accordance with the item 11.4 of this Agreement, the Issuer will give to the User in exchange with the expired Card the new Gift Card with new Validity Period of 6 (six) months starting from the day of Card exchange.
- 11.2. Damaged Gift Cards, that are impossible to use, and also stolen, lost or illegally confiscated Gift Cards could be exchanged to valid Gift Cards, only within the Card Validity Period and after Issuer receiving correctly filled out application the Commission according to price list. Corresponding application form sample is published in this Agreement in the Addendum 1.
- 11.3. Physically damaged Gift Cards, that are impossible to use for payment, could be exchanged to valid Gift Cards without the Commission, only within the Card Validity Period. Following circumstances are treated as physical damage:
 - 11.3.1. magnetic stripe is unreadable, or
 - 11.3.2. Card number is unreadable, or
 - 11.3.3. Card's Face Value is unreadable.
- 11.4. The Issuer would review applications corresponding items 11.1 and 11.2 of this Agreement in continuation of 5 (five) working days after application submission and would respond with the decision of Gift Card exchange or renewal. The User that filed and application will be informed of Issuers decision with either a motivated rejection of Card exchange or renewal of the Gift Card, or with the way the User could receive exchanged or renewed Card.
- 11.5. The Issuer never renew Validity Period of the Gift Card in case of signs of counterfeiting of the Card are found. The Issuer has the right not to renew the Gift Cards, that were declared voided under the items 10.3.4., 10.3.5. and 10.3.6. of this agreement.
- 11.6. The Issuer would not exchange damaged Card in case of signs of counterfeiting of the Card are found or Card Validity Period have passed. Counterfeit Cards are voided, and it is impossible to exchange them for valid Gift Cards or to use them for paying Transaction.
- 11.7. The Issuer has the right to reject Card exchange or renewal if there is no way to read in a whole full 16-digits Card number and the control code that are printed on Card front side. The Card number and control code are treated as unreadable if there is no way to see or find out what was printed previously of at least one digit or symbol from the Gift Card number or control code.
- 11.8. If the Gift Card is not voided in accordance with items 10.3.1, 10.3.4, 10.3.5. or 10.3.6. of this Agreement, than the Card should be transferred to the Issuers address by the User himself or by post with the correctly filled application and it will be treated as the sole and sufficient justification to exchange or renew the Gift Card under circumstances mentions in items 11.2. or 11.3. of this Agreement.

12. DISBURSEMENT OF GIFT CARD BALANCE

- 12.1. The User shall be entitled to claim the actual Balance on the Card from the Issuer by bank transfer upon filing the Issuer properly executed application form available in www.bravo.gift On-line System available under section “Balance return” and upon

payment of the Commission Fee listed in the price list within two years from the date of purchase. Disbursement of Balance of the Card in cash shall not be available.

- 12.2. Filing an application form for the Balance return, the User must understand, that after the ordered by User payment order completion the amount would be transferred to User's bank account, that was written in the User's application form in IBAN format. If the User, while filing an application form, write out wrong IBAN to the Issuer, than all losses corresponding to wrong payment order completion or no completion would be under User's responsibility. The Issuer has no obligations to verify wrong or non completed payment orders mentioned in this item.
- 12.3. Balance of the Gift Card may only be claimed once and for the entire amount of such Balance, after deduction of the Commission Fees listed in the price list and any other payments due to the Issuer.
- 12.4. The Issuer will not pay out to the User Gift Card Balance leftovers that are lower than Commission fees and other fees collected by Issuer. However this Balance leftovers could be used for Transaction payment at sales outlet.
- 12.5. The Issuer will not pay out to the User Gift Card Balance leftovers also in following cases:
 - 12.5.1. The person, applying for a disbursement of Gift Card Balance can not identify himself as User, by entering in the On-line System at the site www.bravo.gift number of Card and Gift Card control code;
 - 12.5.2. Commission fee that are mentioned in price list is not paid in full.
- 12.6. The Balance leftovers, claimed after the end of the period mention in item 12.1 of this Application would not be return and would be written off the account.
- 12.7. Issuer pays out account Balance of Gift Card only in case User filling in the application form for return of Gift Card account Balance specifies IBAN account number of Latvian financial institution of financial institution from European Union European Economic Area.*

*EEA (European Economic Area) countries – Austria, Belgium, Bulgaria, Czech Republic, Denmark, France, French Guiana, Gibraltar, Greece, Guadeloupe, Croatia, Estonia, Iceland, Italy, Ireland, Cyprus, Great Britain, Lithuania, Liechtenstein, Luxembourg, Malta, Martinique, Netherlands, Norway, Poland, Portugal, Reunion, Romania, Slovakia, Slovenia, Finland, Spain, Hungary, Germany, Sweden.

13. COMPLAINTS AND CLAIMS

- 13.1. The User shall continuously check the Balance of the Gift Card and the Transactions, and check the information about Transactions available from the Issuer on at least monthly basis to ensure validity of the Transactions. The User as it is written in this Agreement could receive from the Issuer and validate any Transaction. The User shall notify the Issuer in writing of any erroneous or unauthorized Transactions or any other errors in relation to the use or attendance of the Gift Card as soon as he/she becomes aware thereof, within 50 calendar days from the date on which funds are debited from the Gift Card account.
- 13.2. All claims and complaints regarding the Gift Cards, including Transactions, conformity of Face Value, acceptance or non-acceptance of the Gift Card by Merchant, Card Balance, the Commission fees, this Agreement and/or failure to comply applicable laws and rules could be filed to the Issuer in the timeline mentioned in item 13.1 of this Agreement.

- 13.3.** The User could file a claim with complaints mentioned in item 13.2. of this Agreement regarding the Gift Card, that are not voided according to item 10.3.5. of this Agreement by entering it in On-line System at the site www.bravo.gift under the section “file a complaint”.
- 13.4.** Claims for non-compliance of the Transaction amount, are examined by Issuer only in case that the User applied documents proving Transaction or their copies with the filed complaint. All filed claims of Face Value mismatch are examined by Issuer only in case that the Issuer and the Buyer supported the claim with the correctly filled application cashier cheque or with other Buyer order proofs, that are mentioned in items 3.5. of this Agreement and should be given to User by Distributor or Issuer after payment of Face Value. Application form for this claim could be found in On-line System at the Issuer's site www.bravo.gift, under section “file a complaint”.
- 13.5.** If the User filing a complaint to Issuer can not provide the documents proving Transaction after the Issuer's request, than the Issuer has the right to refuse to consider such application and reject such claim. The Issuer has no obligations to request documents proving Transaction from the Merchant unless there is written request from the Gift Card User and the Commission (as it is written price list) is payed in full or reserved on Card account.
- 13.6.** Claims regarding Transactions are processed by Issuer in accordance to MasterCard International payment system rules. The decision on the validity of the claim is made according to rules written and mentioned in this Agreement and is based on presented evidences, while this rules do not contradict laws of Latvian Republic.
- 13.7.** According to the Consumer Protection Law consumer filed statement of claim is processed by Issuer in 10 working days. Correctly filled statement of claim with (in some cases) applied Transaction documents of proof including cases found in item 13.7.3. from the User and the Buyer that are not considered “consumers” according to the Consumer Protection Law is processed in 45 working days and the applicant would be informed about result of claim execution, including cases:
 - 13.7.1.** Satisfies the claim and inform the applicant about the timeline and procedure of claim execution;
 - 13.7.2.** Rejects the claim and provides the applicant with a reasonable refusal;
 - 13.7.3.** Informs applicant about the progress of the claim and additional needed activities and / or the time required for the Issuer for substantive review, including clarification of the claimed facts and circumstances to determine the validity of the claim.
- 13.8.** In response for the applied claim Issuer sends the response letter to the User and the Buyer either by e-mail or by post to the addressed written in the claim, or delivers by courier to User himself. Issuer has no obligations to send such letter in written form unless there is User's application with such request.
- 13.9.** The Issuer will not be liable to the User for any uncompleted or improperly competed or unauthorized Transaction, if the User have not reported to Issues about such Transaction according to the item 13.1 of this Agreement.
- 13.10.** The User must check documents approving Transaction (cheque, statement etc.) that are given to User in sales outlets, right after the payment of Transaction and immediately report of all inconsistencies found in documents to the sales outlet worker. The User has the right to file a complaint with the Issuer, only after the ascertaining that retail outlet can not or does not wish to correct the User stated inconsistencies or otherwise prevent the damage brought to the User.
- 13.11.** In case of all inconsistencies, data on the authorizations of Transactions from the Issuer processing system and data on the Gift Card Balances is considered prevalent.

- 13.12. If the Issuer accepts filed claim of the User or the Buyer as reasonable, than the Issuer either renew specified in the claim Card or return Card's Balance, so far completely or partially executing the claim or give to the User new Gift Card with the Balance corresponding to the amount of the reasoned claim.
- 13.13. If during the claim review the Issuer have found that the claim was unreasonable, the Issuer has the right to void the previous claim execution and return Card Balance to the previous state of Gift Card account, that was before the execution of unreasonable claim. If the Issuer recognizes User's (or Buyer's) claim as unreasonable, than the User and the Buyer have to pay the Commission for filing unreasonable claim as it is described in price list.
- 13.14. The Issuer has the right to reserve specific amount of Balance as it defined in item 13.5. and by lowering actual Balance till the moment of the claim completion cycle when the Issuer have reasonable suspicions about the reasonability of the User's or Buyer's claim and when if the Issuer received from the User the order to collect document approving Transaction.
- 13.15. If the User or the Buyer is not satisfied with Issuer's response for the claim, the User and the Buyer have the right to:
 - 13.15.1. As a consumer under Consumer Protection Law to file a claim to the Customer Rights Protection Centre. The order in which the Consumer Rights Protection Centre makes a decision and the procedure for appealing, are defined in the Law on Consumer Protection;
 - 13.15.2. The Buyer and the User that are not treated as "consumer" under the Customer Protection Law could file a claim to the Financial and Capital Market in accordance with items 105 and 106 of the Law on Payment Services and Electronic Money;
 - 13.15.3. The User and the Buyer could file a claim in accordance of item 17.2 of this Agreement.

14. RIGHTS AND LIABILITY OF THE ISSUER AND DISTRIBUTOR

- 14.1. The Issuer shall bear no liability for the goods acquired and services provided as a result of purchase.
- 14.2. The Issuer and the Distributor shall only be liable for the fulfillment of their obligations described in this Agreement.
- 14.3. The Issuer and the Distributor have the right to conduct before the Card issuance to the User the customer identification procedure as it is described in Laws and the Issuer and the Distributor rules and to reject the Card issuance to the Buyer if such procedure is impossible to conduct.
- 14.4. The Issuer, The Distributor and the Merchant have the right to inform competent authorities about the Buyer or the User and to ask Buyer's or User's identification in cases, where while making a Transaction or buying the Card from or with the Issuer, The Distributor and the Merchant the suspicion of User making or planning an illegal or unusual Transaction appears.
- 14.5. The Issuer has the right (but it is not an obligation) to call the User, in case where the Issuer have found the there are Transactions unusual for the User.
- 14.6. The Issuer is liable to the User in cases where there is inconsistency of Balance or there are wrongful Transactions and this inconsistency of Balance and wrongful Transaction appeared by the fault of the Issuer with the exception of cases where this faults were consequences of the User's (or Buyer's) actions or from the conscious action of third person. The Issuer is liable in this case for the amount of Balance wrongfully withdrawn.

- 14.7. The payment with The Card for the goods and services of the Merchant in no way leads to any responsibility of the Issuer or the Distributor for the quality of goods or services provided by Merchant or that this goods or services are in compliance with the Laws of Latvian Republic. All liabilities in full, for all actions or inactions of the Merchant, for all sold goods and services bears the Merchant. All risks, regarding the Transactions with the Merchant bears the User.
- 14.8. The Issuer have no liabilities for all losses that occurred in other countries (outside Latvia) due to currency conversion or limitations of cash withdrawal, or as consequences applied local laws.
- 14.9. The Issuer and the Distributor have the right to process User's personal data to the extent necessary to comply with this Agreement, maintenance and proper work of authorization system, and to comply with laws and practice of supervising authorities.
- 14.10. The Issuer and the Distributor have the right to transfer User's and Buyer's personal data to the third party, in the volume necessary to maintain and support the Gift Card Transaction system, and to comply with this Agreement.
- 14.11. The Issuer has no right to transfer User's and Buyer's personal data to the third party to use in the commercial activity.

15. CURRENCY OF TRANSACTION AND APPLIED CURRENCY CONVERSION RATE

- 15.1. The Issuer processed the Transaction in the Face Value Currency.
- 15.2. The Issuer has the right to process the Transaction in the currency different to the Face Value currency if processing Transaction in Face Value currency is impossible due to circumstances that are out of control of the Issuer and on which the Issuer have no liability.
- 15.3. If the currency of Transaction differs from the currency of the Face Value of the Gift Card, than in the cases mentioned in this Agreement there will be conversion of the currency with accordance to the system currency conversion rate and the Commission for the currency conversion is applied.
- 15.4. In some certain countries some certain Merchants have the ability to apply it's own conversion rate and to make a Transaction in the Face Value currency disregarding of local state's currency, such services are called Dynamic Currency Conversion. In no way Issuer is responsible for currency conversion rate applied by this Merchants. The User must check Merchant's conversion rate before the Transaction. The User have the right to request Merchant's currency conversion rates from the Merchant also MasterCard system rules required that this conversion rate should be printed in the Merchant's cashier's cheque. This currency conversion rate will not be available to view in the Issuer's On-line System.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. All intellectual rights including copyrights and patents, disregarding their current approval and registration process under local laws, including the Gift Card design, trademarks, logos, brands, Issuer's developed programs, documentation, marketing materials, all belongs to the Issuer, it's affiliated persons and partners under this Agreement or to the third parties where it is specially mentioned.
- 16.2. It is forbidden to copy or convert by any physical, mechanical or electronic mean any information contained in or on the Gift Card including magnetic stripe and chip. Finding such transformation or it's attempt in the Gift Card or its magnetic strip or chip or any

other embedded information, the Distributor is entitled to void the corresponding Gift Card and to transfer voided Card to the law enforcement.

- 16.3. Copying or replication of the Gift Card and distributing such copies as a payment instrument is considered as violation of intellectual rights and copyright violation of Issuer's intellectual property and the property of third parties and also considered as a crime against Issuer's property a property of third parties leading to a civil and a criminal liability established in laws.
- 16.4. MasterCard brand, logo and trademark are under copyright by MasterCard International Inc.

17. APPLICABLE NORMS OF LAW AND SETTLEMENT OF DISPUTES

- 17.1. The purchase and use of the Gift Cards in accordance with the Agreement and the respective legal relations shall be governed by regulatory acts of the Republic of Latvia.
- 17.2. All disputes and misunderstandings arising between the Issuer and the Buyer, or by the Issuer and the User in connection with this Agreement, its implementation and application, in case they are not resolved by negotiations between the Buyer or the User with the Issuer, or when negotiations lasts more than 30 days, must be resolved in court of the Republic of Latvia.