



DISTANCE SERVICE AGREEMENT

The Service Provider and the Customer, hereinafter collectively referred to as the Parties and severally as the Party, having regard to the catering service of the local government of the state city provided by the Service Provider at the educational institution enter into this Agreement (hereinafter referred to as the Agreement) for the collection of payment of the Learner's catering service and the settlement procedure with the Customer.

1. Terms used in the Agreement

- 1.1 **Local government** – Liepāja State City Local Government.
- 1.2 **Institution** – an educational institution of the Liepāja State City Local Government.
- 1.3 **Service** – a catering service for the learners of the institution's educational programme.
- 1.4 **Service Provider** – a merchant providing the Service to the Institution.
- 1.5 **Learner** – a learner of the Institution who receives the Service.
- 1.6 **Customer** – a natural person, a parent or a person exercising custody of the Learner, or an adult Learner, or an employee of the Institution.
- 1.7 **Parties** – the Service Provider and the Customer, or individually – a Party, depending on the context.
- 1.8 **Mobilly** – a mobile application Mobilly available online that enables remote communication between the Customer and the Service Provider, as well as the opening of the Customer's electronic wallet (electronic money account), transactions and their accounting.
- 1.9 **Mobilly Account** – a Mobilly user profile created by the Customer in the app as well as an account available on the website mans.mobilly.lv to keep track of the transactions.
- 1.10 **Mobilly Wallet** – an electronic money account created in the app and used for electronic money transactions and their accounting in the app.
- 1.11 **Mobilly operator** – the limited liability company "Mobilly", registration No. 4003654405, operating as a licensed electronic money institution, is registered in the Licence Register of the Bank of Latvia under No. 06.12.04.415_528, and whose operations are supervised by the Bank of Latvia.
- 1.12 **Service Agreement** – an agreement concluded between the Service Provider and the Institution for the provision of the Service at the Institution.
- 1.13 **Mobilly User Agreement** – an agreement between the Mobilly operator and the Customer regarding the use of Mobilly services (Terms and Conditions for the Use of Mobilly Service).
- 1.14 **Mobilly Wallet Agreement** – an Agreement between the Mobilly operator and the Customer for the opening, servicing, transactions and accounting of the Customer's electronic money wallet account (electronic money account).
- 1.15 **Mobilly Application (app)** – an application software owned and maintained by Mobilly, that runs on smartphones, tablets.

1.16 **Agreement** – this distance agreement, which the Customer enters into electronically with Mobilly in order to make payments to the Service Provider.

1.17 **Confirmation for the use of service** – an automatic notification from the accounting system confirming that the Learner has registered their use of the Service, or a manual confirmation by the Institution in the accounting system regarding the use of the Service, which applies in cases where the Learner has used the Service, but has not registered it in accordance with the procedure laid down by the Institution.

1.18 **Price of the service** – the full price set by the Service Provider for the service, excluding any discounts, per meal, including the value added tax (VAT).

1.19 **Service co-payment** – the fee for the Service, which is calculated as the difference between the price of the Service and the meal fee concession applied by the Local government to the Learner. If no concessions apply to the Learner, the co-payment for the Service shall be deemed to be equal to the price of the Service.

2. Subject Matter of the Agreement

The Agreement shall stipulate the payment procedure of the Parties for the Service provided to the Learner or to an employee of the Institution by the Service Provider in accordance with the requirements of the laws and regulations the Procurement Agreement and the menu approved by the Institution.

3. Settlement Procedure

3.1 In the Catering section of the Mobilly account, under the Learner's (child's) view, the information about the Service (name of the Service and all relevant details, the educational institution and all relevant details), as well as the price of the Service is available.

3.2 The customer shall register in the Mobilly app and sign the Mobilly Wallet Agreement.

3.3 The Customer shall top up the Mobilly Wallet using the offered top-up methods and his/her chosen amount, subject to the minimum balance set out in Clause 3.4 of the Agreement.

3.4 The customer shall be obliged to constantly maintain the Mobilly Wallet balance at least equal to the amount of one Service co-payment.

3.5 Settlements between the Customer and the Service Provider shall be made by a non-cash payment in accordance with the procedures set out in the Agreement and the Mobilly Wallet Agreement, and regarding the Service specified in this Agreement, i.e. for each meal for which a confirmation has been received.

3.5.1 At the beginning of each school day, by 8:00 o'clock, an amount corresponding to the co-payment for the Learner's Service is reserved in the Mobilly Wallet; accordingly, the amount of funds available in the Mobilly Wallet is reduced by this amount. Upon receiving the confirmation that the Service has been activated, the reserved amount is debited from the Mobilly Wallet.

3.5.3 If no confirmation of use of the Service has been received, the reserved amount will be held in the Mobilly Wallet until 18:00 o'clock on the next school day. If confirmation of use of the Institution's Service is received by the end of the school day (at 18:00 o'clock), the reserved amount will be debited from the Mobilly Wallet.

3.5.4 If Mobilly does not receive the confirmation of use of the Service from the Institution on the next school day, the reserved amount will be returned to the Mobilly Wallet, and the available balance in the Mobilly Wallet will be increased by that amount.

3.6 If at the beginning of the school day (at 00:00 o'clock) the **balance of available funds in the Mobilly Wallet is less than the Service co-payment for that day, the Service is not available**, and the Customer is notified accordingly. In this case, the access to the Service and payment for it are organised in accordance with the procedures laid down by the Institution.

4. Final Provisions

4.1 The Agreement shall enter into force on the date of its signature, is concluded for an indefinite period of time and shall remain in force until the obligations of the Parties have been fulfilled.

4.2 If the Customer's contact details change, the Customer shall be obliged to make changes in the Mobilly account.

4.3 In case the national or municipal laws and regulations regarding the changes in funding are adopted, or the price of the Service or other terms of the Agreement change, the Service Provider shall have the right to unilaterally amend the Agreement. The information on the intended amendments to the Agreement shall be sent to the Customer. The changes in the price of the service are also indicated in the service information in the specific Learner's (child's) view and are freely available.

4.4 The Customer may send a reasoned complaint about the quality of the Service to the email address of the Service Provider within one month from the date of receipt of the relevant Service. The Service Provider shall investigate the complaint about the quality of the Service and send a reply to the Customer's e-mail address within one month. The Service Provider is not responsible for the performance of the Mobilly User Agreement and Mobilly Wallet Agreement.

4.5 The Customer may terminate this Agreement and withdraw from the Service (hereinafter referred to as "Withdrawal") at any time, without giving any reason, in the Catering section of his/her Mobilly account under the sub-section "Withdraw from the Service" provided that the Customer has paid the Service Provider in full for the Service provided.

4.6 In the event of Agreement termination, the Catering section is closed, but the Mobilly Wallet of the Customer (the Parent or other legal representative of the Learner) continues to operate in accordance with the Mobilly Wallet Agreement and the Mobilly User Agreement, unless the Customer has deleted the User Profile. The balance of the Mobilly Wallet (if any) will be paid out as set out in the Mobilly Wallet Agreement.

4.7 If the Customer has paid for the Service in full, the Agreement shall terminate in the following circumstances on the date on which:

4.7.1 The Institution expels the Learner and the Service Provider is informed about that;

4.7.2 The Customer withdraws from the service and submits a Withdrawal;

4.7.3 The Mobilly operator's agreement with the Customer is terminated. In this case, the Customer's Mobilly Wallet deposits are refunded in accordance with the Agreement between the Customer and the Mobilly operator;

4.7.4 The Mobilly operator's agreement with the Service Provider is terminated. In this case, the termination of the Agreement shall not relieve the Customer of its obligation to pay the Service Provider for the Services received;

4.7.5 The agreement between the Local Government and the Service Provider for the provision of catering services in the Institution is terminated.

4.8 With regard to the processing of data of natural persons (the Learner and his/her legal representative, and the Customer) within the meaning of the Law on the Processing of Personal Data and Regulation 2016/679 of the European Parliament and of the Council "On the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC":

4.8.1 The Service Provider shall act as the controller for the processing of the Customer's personal data by the Service Provider for the purpose of the performance of the Agreement;

4.8.2 The Service Provider shall process personal data manually and by automated means to ensure the performance of the Procurement Agreement and this Agreement.

4.9 The Parties shall not be liable for the failure to perform, improper performance, or delay in performance of their obligations under the Agreement if caused by circumstances of Force Majeure that the relevant Party could neither foresee, nor prevent or influence.

4.10 Issues not regulated by this Agreement are governed by the Mobilly Wallet Agreement and Mobilly User Agreement, Mobilly Privacy Policy, which are freely available in the application and on the website www.mobilly.lv.

4.11 Any disagreements related to the Agreement the Parties shall settle by negotiation. If the Parties fail to reach an agreement, disputes shall be settled in the courts of the Republic of Latvia in accordance with the procedure established by the laws and regulations of the Republic of Latvia. The laws and regulations of the Republic of Latvia shall be applicable to the Agreement.