



Mobilly Onebill Terms and Conditions of Use for Bill Payment (bill payment via Mobilly)

Onebill – A feature of the Mobilly solution that enables Users to pay one or more bills online from their bank account via online banking.

User – A company's customer (a natural person) who pays an invoice using Onebill.

Invoice – An invoice issued by a company for goods and services, which contains a QR code or an electronic link; by following this link, the User is redirected to the Onebill website, where the Invoice is prepared and displayed for online payment.

Company – A seller of goods or a service provider whose invoices the User can pay via Onebill.

Mobilly – SIA "Mobilly", registration number 40003654405, address: Dzirnau iela 91 k-3 – 20, Riga, LV-1011, phone +371 22001859, e-mail: info@onebill.lv.

Terms and Conditions – These terms and conditions governing the use of the Mobilly **Onebill** service.

1. General Provisions

- 1.1. These Terms and Conditions set out the scope and terms of use of the Bill Payment Service provided via Mobilly Onebill. The Terms and Conditions shall be subject to the laws and regulations of the Republic of Latvia.
- 1.2. The User agrees to these Terms and Conditions at the moment they pay the Invoice via Onebill, and by doing so expresses their intention to pay the Invoice via Mobilly. Each new request from a User constitutes a new contract, to which the Terms and Conditions apply in full, in the version in force at the time the service is used.
- 1.3. Mobilly Onebill provides the bill payment service in its own name, but on behalf of and in the interests of the Company. Mobilly is an intermediary whose responsibilities are limited to providing the technical means for invoice payment via the Mobilly Onebill solution, and to accurately reflecting and transmitting transaction information; therefore Mobilly is not liable for the transaction between the User and the Company or its terms and conditions, unless Mobilly is directly involved in any part of the transaction.

2. Paying bills via Mobilly Onebill

- 2.1. You can pay your bills via Onebill 24/7 daily. Temporary interruptions to service are permissible where these are related to system maintenance, servicing and upgrades.
- 2.2. Mobilly enables the User to pay their bill online, by scanning the QR code or following the link provided on the Invoice, or by following the electronic notification regarding the option to pay the Invoice sent to the User's email address, which they have provided to the Company.
- 2.3. The user may pay the full amount or a partial amount of the bill.
- 2.4. Payment of the bill is made via a payment initiation service provided by a licensed payment service provider as part of the Mobilly Onebill service.
- 2.5. In the Onebill solution, the following information regarding the payment order and payment method for the invoice is displayed to the user:
 - 2.5.1. Invoice total;
 - 2.5.2. Invoice number;
 - 2.5.3. Payment beneficiary;
 - 2.5.4. Payment deadline;
 - 2.5.5. Information about the property address (for property management invoices only);

- 2.5.6. Amount payable (subject to change, if the Company has provided for such functionality);
- 2.5.7. The list of banks from whose accounts, within the Onebill service, the User can pay bills online from their bank account using online banking. The list of banks is subject to change without prior notice.
- 2.6. Payment of an invoice via Onebill begins once the User, by scanning the QR code or by opening the electronic invoice payment link, has been redirected to the secure Mobilly Onebill website and has chosen to pay the invoice using a payment initiation method in accordance with the technical capabilities of the Onebill solution.
- 2.7. Before making a payment, the User shall familiarise themselves with the Terms and Conditions, select their bank from those listed in the Onebill service – the bank with which the User holds an account – and confirm the payment online from their bank account using online banking or another remote account management tool offered by the bank (hereinafter referred to as ‘online banking’).
- 2.8. User authentication via the online banking service of the bank with which the User holds an account takes place in accordance with the agreements concluded between the bank and the User and the terms and conditions of the relevant bank.
- 2.9. Following successful user authentication, the user is redirected to a secure transaction environment where a payment order for the invoice is generated and displayed, and the user can either confirm or cancel it.
 - 2.9.1. By confirming a payment order via online banking using the appropriate authentication method (in accordance with the terms and conditions of the relevant bank), the User requests and authorises the bank to execute the payment order.
 - 2.9.2. The funds required to settle the invoice are transferred directly from the User’s account to the Company’s account specified in the payment order.
 - 2.9.3. If the User does not authorise the payment via the online banking service of the bank where their payment account is held, the payment order will not be executed.
- 2.10. The commission charged for processing a payment is determined in accordance with the service charges set out in the price list of the bank through which the User makes the relevant payment.
- 2.11. Once the User’s payment order has been confirmed or rejected via the online banking service of the User’s bank, the User is automatically redirected back to the Mobilly Onebill website, where Mobilly informs the User of the execution or rejection of their invoice payment order, based on information provided by the User’s bank where they hold an account.

3. Data protection and security issues

- 3.1. Users’ personal data and other information collected whilst using Onebill is confidential, and Mobilly guarantees that it will be processed and protected appropriately.
- 3.2. Mobilly is entitled to process personal data and other information in order to ensure the operation of Mobilly Onebill and the bill payment service, including the transfer of the necessary data and information to third parties for the purpose of providing this service and fulfilling the obligations imposed on Mobilly by law. Further details on data processing can be found in Mobilly’s Privacy Policy, which is available on <https://www.mobilly.lv/documents/privatuma-politika/>.
- 3.3. Any information contained in or relating to the payment of an Invoice, the User’s payment order and its execution becomes available to the relevant bank and the relevant Company whose Invoice is being paid via Onebill. The online banking authentication credentials of the User’s bank, with which the User holds an account, and which the User uses to pay Invoices, are accessible only to the User and the bank in accordance with the terms and conditions of the bank for the relevant service.
- 3.4. Mobilly is entitled, but is under no obligation to block or suspend the User’s access to the Mobilly Onebill website if there are reasonable grounds to suspect fraud or an attempt of fraud, or other unlawful activities, or unauthorised access, or if there are other objective grounds, or if such an obligation arises from the requirements of the laws and regulations.

4. Copyright

- 4.1. Mobilly owns all rights to Onebill, including, but not limited to, ownership rights and personal and property rights in intellectual property (including, but not limited to, software, solutions, development, design, text, and trade marks) in Mobilly Onebill and its website www.onebill.lv and the related websites.

5. Liability

- 5.1. Mobilly is responsible for ensuring that payment options for the Onebill Invoice service are provided in accordance with the Terms and Conditions and the requirements of the laws and regulations.
- 5.2. The User is responsible for using Onebill in accordance with the Terms and Conditions. The User is responsible for the security of their device, on which the Onebill solution is used, and its connection (including, does not pose a risk of unauthorized access to data by third parties). The User must ensure that Internet access or mobile data is enabled on the device, along with any other settings required to use the bill payment service.
- 5.3. The User is responsible for all actions and their consequences, including any actions taken by third parties whilst logged in using the User's authentication credentials.
- 5.4. Mobilly shall not be liable for any unauthorised access by third parties to the Onebill website via the electronic link, electronic notification or QR code referred to in Clause 2.2 of the Terms and Conditions.
- 5.5. Mobilly shall not be liable for the compliance of the Company's Invoice or the goods sold or the service provided with the terms of the relevant contract or transaction, and the User shall submit any claims in this regard directly to the Company.
- 5.6. Mobilly shall not be liable for any refusal by the User's bank – at which the User holds the account from which the User makes the payment – to grant access to authenticate or confirm a payment order, or to exercise any other rights it may have. In such cases, where a User has a complaint regarding a payment made via Onebill, the User must contact the bank handling the payment directly.
- 5.7. Mobilly shall not be liable for any disruption to the operation of the Onebill website or for any failed invoice payment transaction, nor for any losses incurred as a result thereof, whether caused by the fault of a third party or due to an interruption in the services provided by Mobilly, or if this arises due to extraordinary and unforeseeable circumstances beyond Mobilly's control, which it cannot foresee or influence, and the resulting consequences, including but not limited to (the occurrence of force majeure; measures taken by public authorities; war or the threat of war, insurrection or civil unrest; pandemics, epidemics, disruptions to postal services, automatic data processing, data transmission and other electronic means of communication, or power cuts, which Mobilly cannot control or influence; the occurrence of a fire or similar natural disaster; technical problems; industrial action, such as strikes, lockouts, boycotts and blockades, regardless of whether Mobilly is involved in them.

6. Communication and support

- 6.1. User support, with the exception of Clause 5.5 of the Terms and Conditions. As mentioned in Clause 5.6, matters falling outside Mobilly's remit in relation to the Onebill bill payment service: Mobilly Customer Service, phone 1859, email: info@onebill.lv, or by submitting a request or complaint: SIA "Mobilly", Dzirnau iela 91 k-3 – 20, Riga, LV-1011, email: info@onebill.lv. For enquiries regarding data processing: dati@mobilly.lv
- 6.2. Mobilly shall respond to User complaints as soon as possible, but no later than 15 days from receipt of the complaint, in accordance with Mobilly's Customer Complaint Handling Procedure: https://www.mobilly.lv/wp-content/uploads/2018/10/Klientu_sudzibu_izskatisana_web_lv.pdf
- 6.3. For any issues that cannot be resolved through discussion, the User may lodge a complaint with the Consumer Rights Protection Centre at Brīvības iela 55, Riga, LV-1010, email: pasts@ptac.gov.lv. Disputes shall be settled in the courts of the Republic of Latvia in accordance with the procedure laid down in the laws and regulations of the Republic of Latvia.
