

TERMS AND CONDITIONS FOR THE PURCHASE OF ELECTRONIC GOODS AT POINTS OF SALE



Effective from: 24.11.2025.

1. Terms used in the Terms and Conditions

The following terms are used in these Terms and Conditions:

1.1. **Client** - a natural person with legal capacity, i.e. a person who has attained the age of majority and whose legal capacity has not been restricted by a court judgment; or a minor from 13 to 18 years of age who, at the time of purchasing the Product, confirms that they have obtained the consent of their parents or guardians to purchase the Product; or a legal entity;

1.2. **Commission Fee** - the commission fee for purchasing the Product at the Points of Sale using the Terminal (including value added tax, where applicable), which the Client pays in addition to the Product Price. The amount of the Commission Fee will be communicated to the Client before payment of the Product Price;

1.3. **Terms and Conditions** - these Terms and Conditions for the Purchase of Electronic Products;

1.4. **Service** - enabling the Client to select and purchase Products at the Points of Sale using the Terminal;

1.5. **Sales Contract** - a contract for the sale of the Product concluded between the Product Seller and the Client upon the Client's purchase of the Product;

1.6. **Consumer** - a natural person who expresses a wish to purchase, purchases or might purchase or use a good, service, digital content or digital service for a purpose not related to their economic or professional activity;

1.7. **Product (Goods)** - a digital good (digital content) for various online services (a specific good that exists only in the form of digital records within software and technical systems), for example, digital games, game cards, gift cards, codes and other digital content products, which are not supplied on a tangible data carrier but are supplied (delivered) in the form of a Product Activation Code;

1.8. **Product Activation Code** - a digital code generated by the Product Issuer which is required for activation of the Product;

1.9. **Product Price** - the price at which the Product is sold to the Client. The Product Price will be communicated to the Client before payment of the Product Price. When purchasing the Product, the Client understands and agrees that the Product's digital denomination (digital value) is not the Product Price and may differ from it. The Product Price is specified in euro;

1.10. **Product Issuer** - the person that issues the Product;

1.11. **Product Terms of Use** - the validity, activation and other usage and utilisation terms and restrictions for the Product as determined by the Product Issuer and/or the Product Seller, including but not limited to time, age, territorial, quantity and other restrictions, the rules for redemption, cancellation, return or revocation of the Product, and any other material characteristics of the Product;

1.12. **Product Seller** - the person (trader) that sells the Product;

1.13. **TigSiPay** - TigSiPay SIA, registration number 40203344731, Skanstes iela 7 k-1, Rīīga, LV-1013, Latvia, which provides the Service;

1.14. **Terminal** - a certified device installed at the Point of Sale which records the purchase of the Product as a sales (service) transaction (i.e. Payments) and issues to the Client the Product Activation Code, which is printed and provided to the Client on an information receipt;

1.15. **Point of Sale** - a Product sales location within the territory of Latvia belonging to a TigSiPay cooperation partner, where the Product is sold for cash.

2. These Terms and Conditions apply to and govern the legal relationship arising between TigSiPay and the Client when the Client uses the Service and purchases Products at the Points of Sale.

3. When interpreting and regulating mutual relations related to the use of the Service, TigSiPay and the Client are guided by these Terms and Conditions and by the regulatory enactments of the Republic of Latvia.

4. The rights to sell the Products belong to the Product Sellers. When purchasing the Products, a Sales Contract is concluded between the Product Seller and the Client, and TigSiPay acts solely as an intermediary in the conclusion of the Sales Contract between the Product Seller and the Client. TigSiPay is not the owner, Issuer or Seller of the Products, does not itself engage in the sale of the Products and is not liable for the Product, its conformity, quality, saleability or the Product Terms of Use.

5. The Client confirms that, by using the Service, the Client has read and agrees to the Terms and Conditions. If the Client does not agree to the Terms and Conditions, the Client must immediately discontinue use of the Service.

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6. The Client undertakes to use the Service only for lawful purposes, in accordance with the Terms and Conditions and the regulatory enactments of the Republic of Latvia. Prohibited activities include, but are not limited to, use of the Service for any fraudulent or illegal activities.
7. By using the Service and purchasing a Product, the Client confirms that they have read the current version of the Terms and Conditions and agree to them. The current version of the Terms and Conditions is published on the TigSiPay website at <https://tigsipay.com/documents>. If the Client does not agree to the Terms and Conditions, they are obliged not to commence or to discontinue the use of the Service and the purchase of Products. TigSiPay is entitled at any time unilaterally to amend the Terms and Conditions if necessary to comply with regulatory requirements, to improve the Service or for other reasons affecting the provision of the Service.
8. Before purchasing a Product, the Client is obliged to familiarise themselves with the Product Terms of Use and, by purchasing the Product via the Service, the Client confirms that they have read and agree to all Product Terms of Use. TigSiPay does not verify and assumes no responsibility for the Product Terms of Use.
9. All matters related to the use and application of the Product are the sole responsibility of the Product Seller. By purchasing the Product via the Service, the Client concludes a Sales Contract for the purchase and use of the Product with the Product Seller.
10. The Client is informed and agrees that the Product Issuer and/or the Product Seller may set additional fees and/or charges for processing Product redemption or return requests.
11. In order to purchase a Product for cash at the cash register of a Point of Sale using the Terminal, the Client must select the Product and pay the Product Price and the Commission Fee. The Product Price and the Commission Fee are communicated to the Client before payment is made at the cash register of the Point of Sale. By paying for the Product, the Client agrees to the Product Price and the Commission Fee.
12. The Product is delivered (transferred) to the Client using the Terminal. After payment, the Product Activation Code is indicated on the information receipt. Activation instructions are available on the TigSiPay website at <https://marketplace.tigsipay.com/> or are printed on the information receipt for certain Products.
13. In accordance with Cabinet of Ministers Regulations No. 255 of 20 May 2014 "Regulations Regarding Distance Contracts" (hereinafter - the Distance Contract Regulations), a Client who is a Consumer has the right to withdraw from a distance contract; however, the Client may not exercise this right of withdrawal if a contract referred to in Clause 22.13 of the Distance Contract Regulations has been concluded. Accordingly, a Client who is a Consumer may not exercise the right of withdrawal if the distance Sales Contract has been concluded for the supply of a Product (digital content) which is not supplied to the Client on a tangible data carrier and the supply of the Product (digital content) has commenced with the Client's prior express consent to commence the provision of the service during the withdrawal period and with the Client's acknowledgement of the loss of the right of withdrawal.
14. By agreeing to the Terms and Conditions and concluding the distance Sales Contract, the Client who is a Consumer agrees to the commencement of the service during the withdrawal period and acknowledges the loss of their right of withdrawal, including confirming their consent that in this way they lose their right to withdraw from the Sales Contract in respect of the above-mentioned Product (digital content).
15. Compliance of the Product with the provisions of the Sales Contract is ensured by the Seller.
16. TigSiPay is not liable for any defects of the Product or for its non-conformity with the Sales Contract. Among other things, TigSiPay is not liable for the validity of the Product, whether the Product has been used, or for other similar defects of the Product. The Client may submit claims arising from a breach of the Sales Contract and exercise legal remedies only against the Seller.
17. In the event of non-conformity of the Product, TigSiPay may act as an intermediary in resolving the Client's complaint with the Product Seller and, where necessary, in arranging replacement of the Product.
18. If the Product does not comply with the provisions of the Sales Contract, the Client has the right to rely on the legal remedies provided for in the applicable regulatory enactments.
19. If the Client has complaints in connection with the purchase of the Product, the Client must submit a complaint to TigSiPay no later than within 2 months from the time of purchase of the Product. TigSiPay will forward the complaint to the Product Seller or, where possible, resolve the complaint itself.
20. A complaint may be submitted in accordance with the TigSiPay Rules for the Submission and Examination of Complaints, which are published on the TigSiPay website at <https://tigsipay.com/documents>.

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