

“TERMS OF USE OF THE GIFT CARDS OF THE S/C “SPICE”

Valid from: 01.04.2019

The present Terms define the procedure of use of the electronic gift cards containing the electronic money issued by “Transact Pro” issued by the Limited Liability Company “Transact Pro” in cooperation with SIA “Tirdzniecības centrs Pleskodāle”. The Terms are binding for all the Merchants, Buyers and Users.

Electronic gift cards are issued for Buyers and Users to use them for making settlements for the goods and services available at the Shopping Centre “SPICE” and “SPICE Home” by using the electronic money issued by the Issuer and contained by cards. Gift cards are not intended for withdrawals of cash.

1. Definitions

Authorisation – the electronic verification process of the Card data initiated by the Merchant for requesting the Issuer’s authorisation to perform a Transaction.

Price List – a valid list of commission fees available at the place of purchase of the Gift Cards at the Representative’s Information Centre and on the Representative’s website www.spice.lv.

Transaction – a financial action initiated by the Merchant within which the User makes a payment for a purchase or a service by using the electronic money issued by the Issuer and available on the Card account by using the Card.

Gift Card, Card – an electronic gift card of the brand *MasterCard* issued by the Issuer and being anonymous means of payment bearing a unique number and intended for execution of Transactions, in particular, paying for goods and services at the Merchants’ points of sale in the Shopping Centre “SPICE” and “SPICE Home” by using the electronic money issued by the Issuer. Cards can be of different designs.

Gift Card Contract – a set of documents governing the rights and obligations of the Buyer, User, Issuer and Representative in the course of issuing electronic money, issuing, selling, servicing and using the Gift Card. The Gift Card Contract consists of the Terms, the Price List and the Issuer’s Terms of Use of Pre-paid Gift Cards.

Term of Use – the term during which the Card may be used for paying for goods and services and which is stated on the Card.

Issuer – the Limited Liability Company „Transact Pro”, Unified Registration Number 41503033127, Registered Address: Kr. Valdemāra iela 62, Rīga, LV-1013, Latvia, website: www.transactpro.lv, a licenced electronic money institution possessing the right to provide payment services, registered with the Register of Licences of the Finance and Capital Market Commission

under No. 06.12.04.416/359 and supervised by the Finance and Capital Market Commission. The Issuer issues electronic money, produces and issues the Gift Cards, provides settlements for Transactions and performs other activities provided for by the Terms.

Terms of use of the Issuer's Pre-paid Gift Cards – the terms approved by the Issuer and applicable to the Cards, as far as they do not contradict the present Terms, available electronically on the Issuer's website www.transactpro.lv and as a hard copy at the Issuer's office and the Representative's Information Centre.

Card Activation – an operation initiated by the Representative's authorised person at the moment of purchase of the Card and during which the Term of Use and the Nominal Value is assigned to the Card. The Card is valid for use as from the moment of its purchase.

Loss of the Card – loss or theft of the Card.

Commission Fee – the fee for the services received in relation to the Card; it is defined according to the valid Price List.

User – a natural entity who uses the Card for execution of Transactions and whose signature sample is on the Card.

Nominal Value – the value in the EUR currency stated on the Card, which is paid by the Buyer at the moment of purchase of the Card to the Representative and which is equivalent to the amount of electronic money on the Card Account.

Terms – the present Terms of Use of the Gift Cards of the S/C "SPICE" which are binding for the Issuer, Buyers and Users.

Representative – the entity authorised by the Issuer distributing the Cards on the Issuer's behalf at the Information Centre and representing the Issuer in relations with the Buyers and the Users.

PIN code – a combination of four digits – **1234**, which is used by the User in confirming Transactions executed by presenting the Card and also in checking the Card Account balance in the ATM.

Buyer – a natural or legal entity who buys the Card (-s).

Shopping Centre "SPICE" and "SPICE Home" – the centre where there are sales points and service points of Merchants and which is located at Lielirbes iela 29 and Jaunmoku iela 13, Riga; website address: www.spice.lv.

S/c "SPICE" Information Centre or Information Centre – the place of selling the Cards within the Shopping Centre "SPICE" and "SPICE Home" where it is possible to buy the Gift Card and to perform other activities provided for by the Terms.

Merchant – a legal entity who has signed the Contract on the Lease of Premises with the Representative and who accepts the Card as payment for Transactions.

2. General provisions

- 2.1. The Card is anonymous, the Buyer's or the User's name and surname or title is not stated on it.
- 2.2. The card has a limited Term of Use which does not exceed 12 (twelve) months as from the date of activation of the Card (the purchase date).
- 2.3. The allowed minimum and maximum Nominal Value of the Card is restricted and it may not be below the amount of electronic money equivalent to EUR 10.00 (ten euro) or above the amount of electronic money equivalent to EUR 150.00 (one hundred and fifty euro).
- 2.4. The Card can only be used for settlements in the Merchants' points of sale and points of service located within the Shopping Centre "SPICE" and "SPICE Home" where the payment cards of the brand MasterCard are accepted for settlements.
- 2.5. The Card may be used for execution of several Transactions within the scope of its Term of Use and Nominal Value.

3. Purchase of Cards

- 3.1. Cards can be bought at the Information Centre. The Cards can be purchased by both natural and legal entities.
- 3.2. At the moment of purchase of the Card the Buyer shall make the payment of the full amount equal to the Nominal Value of the Card and shall pay the fee of issue of the Card if this is provided for. The payment shall be made in cash or by a payment card. Gift Cards of the total value of EUR 400.00 (four hundred euro) can be bought by paying cash; if Gift Cards for a higher total nominal value are bought, payments exceeding the above referred amount shall be made by another payment card or by a bank transfer. The payment for the Card cannot be made by other gift cards, cheques, etc.
- 3.3. The Buyer chooses the Nominal Value of the Card at the moment of purchase by taking into account Clause 2.3 of the Terms.
- 3.4. Following payment of the Nominal Value of the Card, the Card is activated. Activation of the Card is completed at the moment when the Representative prints out the cash register receipt confirming the transaction. The Card with its Nominal Value printed on it is issued to the Buyer. The purchase receipt and the Card credit receipt is issued to the Buyer together with the Card in compliance with the procedure defined by the legislation of the Republic of Latvia.
- 3.5. The provisions of Section 5 of the Terms are applicable to legal and natural entities who want to buy Cards by making a bank transfer.
- 3.6. The Buyer shall verify the Nominal Value defined on the Card and on the Card credit receipt and that the Card is not damaged immediately following receipt of the Card. If the Buyer finds non-compliances, he/ she shall immediately notify the Representative thereof. If there is a dispute regarding the Nominal Value, the amount of the Nominal Value stated on the Card purchase and the Card credit receipt shall prevail. If the Buyer cannot present a relevant receipt, the amount of electronic money equal to the amount of money found based on the data of the cash register of the Information Centre having issued the relevant receipt is considered the Nominal Value.

3.7. The Buyer shall maintain the cash receipt confirming the transaction and the Card credit receipt which is the only proof of purchase of the Card. It has to be presented in case of loss of the Gift Card.

3.8. Purchase of the Card is an attestation that the Buyer has familiarised itself with the Terms, the Price List and fully agrees to them, enters into the tacit Gift Card Contract with the Issuer represented by the Representative who accepted the Buyer's application for purchase of the Gift Card. The Terms and the Price List are binding for the Buyer as from the moment of purchase of the Gift Card.

4. Restriction of Purchase of the Card

4.1. The Purchaser can buy the Gift Cards for the total amount of the Nominal Values not exceeding the equivalent of EUR 150.00 (One hundred and fifty euro) in compliance with the restrictions of the Nominal Value of the Card defined by Clause 2.3 at one instance without personal identification.

4.2. Cards with a higher total amount of the Nominal Values can be purchased in compliance with the procedure defined by Clause 5 of the Terms by performing the Buyer's identification in compliance with the Issuer's customer.

4.3. The Issuer and/ or the Representative are entitled to reject issuing of the Gift Cards to the Buyer if there is suspicion regarding a money laundering attempt and in other situations provided for by other regulatory enactments or the present Terms.

5.1. Purchase of the Cards in Wholesale

5.1. Legal or natural entities who would like to buy the Cards for the total amount of the Nominal Values exceeding EUR 150.00 (hereinafter referred to as the Wholesale Buyer) shall approach the Representative's administration and sign the individual Gift Card Purchase Contract by filling in an application defining the purpose of purchase of the Gift Cards and obliging the Buyer to register further transfer of the Gift Cards to the User.

5.2. If the Wholesale Buyer would like to order and to buy Cards by a bank transfer, an invoice is sent to the Wholesale Buyer following signing of the Gift Card Purchase Contract.

5.3. The Wholesale Buyer is obliged to settle the above invoice within 10 (ten) days as from the date of its issue. If the payment is not done within the set term, this order is not binding for the Representative or the Issuer.

5.4. The Representative prepares the Cards and notifies the Buyer about the possibility to receive the ordered cards within 5 (five) business days following settlement of the above invoice in full amount.

5.5. If the Wholesale Buyer buys the Cards by a bank transfer and the number of the purchased Cards exceeds 20 pcs and/ or the total amount of the Nominal Values of the Cards exceeds EUR

2000.00, the Wholesale Buyer's authorised representative receives the ordered Cards at the Information Centre with an attached delivery note by submitting a document attesting the authority.

5.6. The Wholesale Buyer's authorised representative verifies the number of received Cards, the Nominal Values defined on the Cards and in the delivery note and also checks if the Cards are not visibly damaged immediately at the moment of receipt of the Cards. Upon finding non-compliances they shall be immediately reported to the employee of the Information Centre. Following issue of the Cards to the Wholesale Buyer's authorised representative, no complaints regarding compliance of the number of the Cards and their Nominal Values with the order and regarding the condition of the Cards are accepted.

6. Buyer's Identification

6.1. Prior to issue of the Gift Card to the Buyer, the Issuer and/ or Representative is entitled to perform the Buyer's identification in compliance with the procedures defined by the regulatory enactments and the Issuer's customer identification procedure and to reject issue of the Gift Card if the Buyer's identification is not possible.

7. Rights and Obligations of the Buyer and the User

7.1. The Buyer is entitled to transfer the Card for use to any third party – the User – or to use it by itself. The Buyer is obliged to present the Terms, the Price List and other information applicable to the Cards to the User upon transfer of the Card to the User. The User is also entitled to transfer the Card to other Users without any restriction by performing the Buyer's actions provided for by the present Clause.

7.2. The User obtains all the User's rights and obligations as from the moment of receipt and signing of the Card.

7.3. The Buyer/ User is entitled to make payments with the Card at the Merchants without any restrictions during its Validity Term and as long as the total amount of Transactions and Commission Fees does not exceed the Nominal Value of the Card.

7.4. The Buyer is entitled to return damaged Cards to the Representative in compliance with the Terms. The Cards are only replaced when the damaged Card is submitted and it does not possess the features of falsification.

7.5. The Buyer has familiarised itself with the legislation of the Republic of Latvia regarding money laundering and is aware that the Representative, the Merchant or the Issuer is entitled to report to the responsible authorities and is entitled to require identification of the Buyer and/ or the User in cases when the Representative, the Merchant or the Issuer have the grounds to consider that the Buyer and/ or the User plans to execute or has executed a suspicious or unusual financial transaction.

7.6. The Buyer and/ or User assumes all the risks of losing or possible destroying of the Card as from the moment when the Card is issued to the Buyer and/ or User in compliance with the present Terms. In case of the loss of the Card when there is a risk of unauthorised use of the Card, the relevant Card is blocked when the Buyer and/ or the User applies for blocking of the Card by calling the telephone number 67222 555 and submitting also a written application as soon as possible. All the risks of possible unauthorised Transactions with the Card until the moment of blocking it are assumed by the User and/ or Buyer; the Issuer is not responsible for unauthorised Transactions executed with the Card the Nominal Value of which does not exceed EUR 150.00 (one hundred and fifty euro). When the Card is blocked it is necessary to provide the name, surname, contacts, the Card number (or the part which can be seen on the receipt confirming purchase of the Card).

7.7. The User and/ or Buyer is entitled to claim replacement of a lost or stolen card with a new Card with the electronic money balance of the stolen or lost Card if the conditions referred to in Clause 7.6 are complied with, the User and/ or the Buyer has submitted the application for replacement of the Card by presenting the receipt of purchase of the Card and paying the Commission Fee for replacement of the Card (its equivalent may be deducted from the balance of the electronic money of the Card). The Issuer is entitled to refuse replacement of the Card if the information specified by the Card User and/ or Buyer is non-compliant or the Card balance has been used until its blocking.

8. Purchases by the Card

8.1. The Card can be used for Transactions immediately following its purchase and activation of the Card.

8.2. The User shall sign the Card prior to making purchases with the Card.

8.3. Purchases are made with the Card by presenting the Card to the Merchant's employee prior to executing the Transaction.

8.4. In order to make the Transaction, the Merchant's employee initiates the Card Authorisation.

8.5. If the Authorisation is successful, the electronic money equivalent to the purchase amount is debited from the Card account and the User receives the cash register and the POS terminal receipt confirming the Transaction. The User is obliged to sign one counterpart of the POS terminal receipt and to return it to the Merchant's employee and to maintain the other counterpart for the case when the Issuer requests it for taking a decision regarding the complaints reported by the Buyer and/ or User.

8.6. If the Authorisation is not successful because:

8.6.1. the balance on the Card account is not sufficient for executing the Transaction, the User is entitled to pay the difference by another Card, in cash or by a bank payment card if the Merchant provides for this option;

8.6.2. the Term of Use of the Card has expired, in this case the User is entitled to submit an application for restoring the Card in compliance with the present Terms by paying the Commission Fee;

8.6.3. the Card is damaged, in this case the User is entitled to submit an application for replacement of the Card in compliance with the present Terms;

8.6.4. telecommunication services are not provided or there are other technical problems, in this case the User shall pay for the particular goods or services by using other means of payment if this is possible. If the above unsuccessful purchase attempt takes place on the last date of the Term of Use of the Card, the User is entitled to claim extension of the Term of Use of the Card for minimum one day without paying the Commission Fee.

8.7. The Merchant may refuse accepting the Card for execution of the Transaction if the Card account balance is equal to EUR 0.00 (zero euro), its Term of Use has expired, it is damaged or the Authorisation was rejected due to reporting the Card as stolen or lost.

8.8. The Merchant may refuse accepting the Card for execution of the Transaction if the employee suspects that the Card is falsified or the security parameters of the Card do not comply with the terms of the international payment systems. If there is such suspicion, the Merchant may withhold the Card. Withheld cards are transferred to the Issuer for adopting the decision on further action with them.

8.9. If any Merchant does not accept the Card for payment for goods or services or if the User has grounded suspicion that the Merchant reads the Card data several times without a need thereof or performs other suspicious actions with the Card, or rejects execution of the Transaction with the Card without a grounded reason thereof, the User is obliged to notify the representative of the Information Centre and/ or the Issuer thereof immediately and to submit a written explanation upon request by recording the situation and all the circumstances. If the User does not follow the provision of the above Clause of the Terms as regards the obligation to notify a possible or established non-compliance action of the Merchant, the data of the Issuer's Card processing system regarding the Transaction will be deemed a justified proof of the fact of the Transaction, including the amount of the Transaction.

8.10. If the Transaction is cancelled due to any reason (for example, in the cases provided by the Law on Protection of the Consumer Rights), the Merchant repays the Transaction amount or a part thereof to the User in compliance with the procedure of cancelling Transactions defined by the Merchant.

8.11. The Representative may define particular Merchants whose goods or services cannot be paid by the Card. If such restrictions are imposed information about them is visibly placed at the Information Centre and at the particular Merchant. The User is entitled to assure whether non-acceptance of the Cards is an initiative of the particular Merchant (and thus non-compliant with the present Terms) or defined by the Representative at any moment at the Information Centre.

9. Commission Fees

9.1. The Commission Fees defined by the Price List are applicable for the issue of the Card and its use. No annual fee is applicable to the Cards. Separate fee for issue of electronic money is not applicable to the Cards.

9.2. Commission Fees are provided for additional services provided upon the Buyer's or the User's request, for example, including, but not limited to restoration of the Card, replacement of the damaged Card, viewing the Card account balance at the ATM, etc.

9.3. The Issuer is entitled to alter the Commission Fees unilaterally by ensuring their publication on the Representative's website and placement of the Price List at the Information Centre.

9.4. The Commission Fees are payable in cash or by a bank payment card prior to receipt of the relevant service. The Commission Fee may be withheld from the Card account balance by the Issuer writing off electronic cash from the Card account in the amount equal to the payable Commission Fee and reducing the amount of the User's claim to the Issuer for repurchase of electronic money if the Card account balance is sufficient for payment of the Commission Fee.

9.5. Pēc Lietošanas termiņa beigām Kartei, kuras kontā elektroniskās naudas atlikums nav vienāds ar 0.00, līdz katra mēneša pēdējai darba dienai tiks ieturēta Komisijas maksa par Kartes konta uzturēšanu, līdz elektroniskās naudas atlikums Kartes kontā sasniegs 0.00 un Kartes konts tiks slēgts.

9.5. Following expiry of the Term of Use, the Commission Fee for maintenance of the Card account will be applicable to the Card with the electronic cash balance not equal to 0.00 until the last business day of every month, until the electronic money balance on the Card account is equal to 0.00 and the Card account is closed.

10. Reports on Transactions with the Card

10.1. The User can request a report on all the Transactions executed by the Card at the Information Centre by filling in an application. The User receives an answer within 5 (five) business days.

10.2. The User can receive information about the Card balance free of charge at the Information Centre; at any time of the day (except breaks due to technical reasons) on the Issuer's or the Representative's website by entering the Card number, or by calling the telephone number 67222 555 and providing the Card number; for a fee equal to the Commission Fee defined by the Price List at any ATM bearing the logo of MasterCard by inserting the Card and entering the PIN code.

10.3. The information specified in Clauses 10.1 and 10.2 of the Terms is available during the Term of Use of the Card and minimum 1.5 years following the date of expiry of the Term of Use at the Information Centre and the Issuer.

10.4. The reports and information referred to in Clauses 10.1 and 10.2 are prepared electronically and are valid without a signature and a stamp.

11. Supplementing the Cards

11.1. The Nominal Value of the Card is set at the moment of activation and it cannot be increased or supplemented following purchase of the Card.

11.2. Balances of several Cards cannot be merged.

12. Term of Use of the Cards, Invalid and False Cards

12.1. The Term of Use of the Card is printed on the Card. The Card is valid until the last date of the month stated on the Card (inclusive) within the framework of the working hours of the Representative and/ or the relevant Merchant.

12.2. The Card is not valid if:

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

12.2.2. its Term of Use has expired; or

12.2.3. it is damaged (the Card is deemed to be damaged if its magnetic strip cannot be read or it has mechanical damage, the card number, the Nominal Value or the validity term is not visible); or

12.2.4. it is falsified or possesses the features of falsification.

12.3. The Card is deemed to be falsified if its electronic money balance exceeds the amount equivalent to EUR 150.00 (one hundred and fifty euro), its look/ design does not comply with the Card sample defined by the Representative or it possesses other features of falsification described in the Issuer's Terms of Use of Pre-paid Gift Cards.

12.4. Falsified Cards are cancelled, they cannot be replaced with valid Cards and their balance is not repurchased and its equivalent in the euro currency is not paid to the User.

12.5. In cases defined by Clauses 12.2.2 and 12.2.3 of the Terms the Card can be replaced by a new one by submitting a relevant application to the Information Centre and paying the Commission Fee.

13.1. Restoration or Replacement of the Cards

13.1. The Term of Use of the Card can be restored once during a period of 3 (three) months following expiry of the Term of Use of the Card by paying the Commission Fee. A new Card with the same balance as the replaced Card had and the term of use of 6 (six) months is issued to the User as a replacement of the replaced Card. The User returns the replaced Card to the Information Centre.

13.2. A mechanically damaged Card which cannot be used for settlements can be replaced with a new Card with the Nominal Value not exceeding the balance of the replaced Card.

13.3. In cases referred to in Clauses 13.1 and 13.2 of the Terms the User shall act as follows:

13.3.1. the Card User's application shall be filled in at the Information Centre;

13.3.2. the User who submits the application shall state his/ her contact information to enable the representative of the Representative or the Issuer to contact the User in case of questions regarding the application;

13.3.3. the Issuer reviews the application within 2 (two) business days of the Issuer (all the days except Saturdays and Sundays, the official holidays of the Republic of Latvia, as well as the additional holidays set by the Issuer the information regarding which is available on the Issuer's website www.transactpro.lv) as from the date when the Issuer has received the relevant application;

13.3.4. following adoption of the decision the representative of the Representative or the Issuer contacts the User who submitted the application and agrees on the procedure of replacement of the Card or notifies the refusal to replace the Card.

13.4. A damaged Card is not replaced with a new Card if features of falsification are found.

13.5. Damaged Cards are replaced with new Cards at the Information Centre by submitting the damaged Card, paying the Commission Fee and presenting a document confirming purchase of the Card.

14. Repurchase of Electronic Money and Receipt of the Card Balance

14.1. During the Term of Use of the Card and 3 (three) years after the expire of the Term of Use, the User is entitled to submit a request to the Issuer to repurchase electronic money on the Card account and payment of the Card balance by bank transfer to the Information Centre. The User fills in a template of a particular form, submits the Card to the Information Centre, presents a document confirming purchase of the Card and the User's Identification document upon request and also pays the Commission Fee. The Card Balance is not paid if it does not exceed the amount of the Commission Fee, if the Card is not submitted, if any features of falsification of the Card are found, if it is blocked or damaged.

14.2. Repurchase of electronic money and payment of the Card balance may be claimed and received only once and only in the full amount of the Card balance (after deduction of the relevant commission fees specified by the Price List); repurchase of electronic money on the Card account in parts is not possible. Following payment of the balance the Card is cancelled, the Card account is closed and the Card cannot be longer used.

14.3. Following expire of the term defined by Clause 14.1 of the Terms, the User loses the right of claim against the Issuer regarding repurchase of the balance of electronic money on the Card account; the electronic money balance is closed and its cash equivalent is no longer paid out

15. 1. Complaints

15.1. The Buyer and the User are entitled to submit any complaints regarding the purchase of the Card and Transactions with the Card in compliance with the term and procedure defined by the Terms of Use of Pre-paid Gift Cards of the Issuer.

15.2. Complaints may be submitted to the Information Centre and also to the Issuer.

15.3. Complaints shall be submitted in writing by specifying the name, surname, Personal ID Code and contact information of the entity submitting the complaint, the Card number, the transaction or the data disputed by the entity submitting the complaint, the facts and the conditions justifying the complaint and the claim of the entity submitting the complaint.

15.4. Complaints regarding Transactions are reviewed and a justified answer regarding the complaint is provided within 45 (forty five) days following their receipt. Complaints of another content related to purchase or use of the Card (complaints where no Transactions are doubted) are reviewed in compliance with the procedure defined by the Issuer's policy of review of disputes.

15.5. Complaints submitted beyond the term referred to by Clause 15.4 of the Terms or non-compliant with the requirements of Clause 15.3 of the Terms, are not reviewed. In the cases provided for by the Terms, the Card to which the complaint is related shall be attached to the Complaint.

15.6. The Buyer and the User is obliged to check received receipts and cheques immediately following purchase of the Card and performance of the Transaction.

15.7. In case of any non-compliances the data of the system of processing of card transactions used by the Issuer regarding the Transactions and the Card balances will be deemed prevailing.

15.8. If the complaint is declared grounded, the Issuer either restores operation or the balance of the existing Card or issues a new Card with the Nominal Value compliant with the justified reimbursement amount to the entity having submitted the complaint.

15.9. If the complaint is declared ungrounded, the entity having submitted the complaint is obliged to pay the Commission Fee for review of an ungrounded claim according to the Price List. The Issuer is entitled to withhold the Commission Fee from the Card balance by writing off electronic money equal to the amount equal to the Commission fee and reducing the User's right of claim against the Issuer for the repurchase of electronic money.

16. Rights and Responsibility of the Issuer and the Representative

16.1. The Representative is only responsible for performance of its obligations described by the Terms, the Issuer's obligations are additionally defined by the Terms of Use of the Pre-paid Gift Cards of the Issuer.

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

16.3. In any case, the Issuer's responsibility is limited to the balance amount of the particular Card.

17. Resolution of Disputes and Applicable Law

17.1. The Terms shall be interpreted in compliance with the legislation of the Republic of Latvia.

17.2. Any disputes arising between the Issuer, the Representative, the Buyer and the User in relation to the Cards or the Terms, any material or immaterial disagreements or claims arising from the present Terms are heard by the court of the Republic of Latvia.

18.Final Provisions

18.1. By making a payment by the Card or by signing the Card purchase contract, the Buyer enters into the Gift Card Purchase Contract and all the provisions of the Gift Card Contract, including the Terms, are binding for the Buyer as from this moment; by the above actions the Buyer confirms that he/ she has got acquainted with the provisions of the Gift Card Contract, agrees to them and undertakes to comply with them.

18.2. The Issuer and its representatives are entitled to process the personal data of the Buyers and the Users, as far as this is necessary for performance of the obligations defined by the Gift Card Contract provisions and applicable regulatory enactments.