

By purchasing the service on the http://www.book.riga-airport.com E-store, you acknowledge that you are familiar with the content of the terms of the Distance Contract and agree to the content of this contract.

Distance contract terms (version No.3)

1. Terms and Definitions

- **1.1.Contract** the distance contract that is concluded between the Service Provider and the Consumer and consists of these provisions and Service provision terms, which form an annex to this Contract and an integral part thereof, that are binding upon the Consumer and published on the Website.
- **1.2.Proof of Payment** an email sent by the Service Provider with an attached invoice and a purchase confirmation.
- **1.3.Payment Card** Consumer's credit or debit card from which payment for the Service is collected pursuant to the Contract provisions.
- **1.4.E-store** Airport's website http://www.book.riga-airport.com.
- **1.5.Terms of the Service** a description of the main features of the Service, price of the Service, the conditions of performance and the conditions, terms and procedures for exercising the right of withdrawal, available in the E-store for each specific Service.
- **1.6.Service Purchase Confirmation** a document sent by the Service Provider to the email address provided by the Consumer after the Payment has been made, which displays the QR code required to receive the Service, Service purchase number and/or other information required to receive the Service (date and time of purchase, date of commencement and termination of the Service, amount, place of receipt of the Service, etc.)
- **1.7.Service Provider** State Joint-stock Company "Starptautiskā lidosta "Rīga"" (Riga International Airport).
- **1.8.Service** any service Consumer purchases on the Service Provider's E-store.
- **1.9.Consumer** a natural person or legal entity that purchases a Service on the Airport's website http://www.book.riga-airport.com.
- **1.10.Shopping cart** a section in the E-store in which the Service selected by the Consumer is placed after clicking the button Buy.
- **1.11.Party/Parties** the Service Provider and/or the Consumer.
- **1.12.QR code** a unique two-dimensional barcode that is depicted on the Service purchase confirmation
- **1.13.Purchase number** a unique number that is assigned to identify the purchased Service.

2. Purchasing of Service

2.1.The Service Provider shall provide the Consumer with Services that he or she has purchased in the E-store, pursuant to the Contract provisions and Service provision terms.

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- 2.2. The Contract shall be considered to be concluded at the moment when the Consumer marks the following statement in the E-store: "I am aware that the SJSC "Starptautiskā lidosta "Rīga"" [Riga International Airport] will process my personal data for the purpose of the transaction. For more information on data processing by the SJSC "Starptautiskā lidosta "Rīga"", please refer to the Privacy Policy. I confirm that I have read and agree to the terms of the Distance Contract and the Terms of Service.", "I am aware that if I start using the Fast Track Security Checks and Business Lounge Service during the period of my right of withdrawal, I lose my right of withdrawal from the moment I start using the service.", "I am aware that if I start using the parking reservation service during the period of my right of withdrawal, I lose the right of withdrawal after 2 (two) hours before the time of commencement of the service as specified in the parking confirmation.", and have paid for the Service in accordance with the price indicated in the E-store".
- **2.3.**Upon conclusion of the Contract, an automatically generated e-mail message and confirmation of purchase of the Service shall be sent to the e-mail address provided by the Consumer, displaying the QR code required to receive the Service, Service Purchase Number and/or other information required to receive the Service (date and time of purchase, date of commencement and termination of the Service, time of commencement and termination of the Service, amount, place of receipt of the Service, etc.).
- **2.4.**On the basis of Sections 1428, 1535, and 1537 of the Civil Law of the Republic of Latvia, the Contract is an agreement that is concluded by absent Parties and shall be valid without signatures of the Parties.
- **2.5.**The Contract shall be effective until complete fulfilment of the obligations of the Parties as determined in the Contract or until termination thereof pursuant to Contract provisions.

3. Service Payment Provisions

- **3.1.**The Consumer shall be able to purchase the Service both as a registered or a non-registered user of the E-store.
- **3.2.**Payments can be made using the BankLink online payments available in the E-store via the Internet bank or online payment cards.
- **3.3.**Payment for Services on the Service Provider's E-store shall be made as a non-cash payment and shall be processed by a third party (a bank); thus, the Service Provider cannot affect and shall not be held liable for any possible mistakes made by payment processing parties.
- **3.4.**The Consumer shall be responsible for any additional costs that might be related to the selected payment method.
- **3.5.**When the payment is complete, the Consumer will receive to the indicated email a confirmation of the purchase of Service pursuant to the Service performance provisions available on the Website at each specific Service.
- **3.6.** The Parties hereby agree that the Consumer's invoices for any Services included in the Contract may be prepared electronically and shall be valid without a signature. The Service Provider will send the invoice electronically to the email address provided by

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- the Consumer only if the Consumer has ticked that he/she wishes to receive an invoice upon purchase of the Service.
- **3.7.**The Service Provider shall not be held liable for any consequences that are a result of faulty or incorrect information (like incorrect email address) on the part of the Consumer.

4. Pricing Policy

- **4.1.**Prices of the Services shall be indicated in the E-store according to the Price List approved by the Service Provider. The Prices of the Services shall include VAT (value added tax).
- **4.2.**Discounts may be applied to RIX Club card customers in accordance with the Terms of Service.
- **4.3.**Service of those Consumers that are not registered in the E-store as users of the E-store shall be stored in the Shopping Cart until the end of the session (time from the moment of opening the E-store until the moment of closing it).
- **4.4.**The Service for those Consumers that are registered in the E-store as users of the E-store shall be stored in the Shopping Cart until the Consumer removes it from the Shopping Cart himself or herself.
- **4.5.**If the Price for the Service has changed while the Service is in the Shopping Cart, the price valid at the moment of purchase of the Service shall be calculated.
- **4.6.** The Service Provider shall be entitled to unilaterally change the Price for the Service by making relevant changes in the E-store. The price of the Service shall be effective as of the moment of its publishing in the E-store, unless a specific date of coming into force thereof is indicated.

5. Rights and Obligations of the Parties

- **5.1.**The Consumer shall provide, when concluding the Contract, true, correct and complete data that are necessary for Service payment and use.
- **5.2.**The Consumer shall be obligated to get acquainted with the Service provision terms before purchasing the Service.
- **5.3.**The Service Provider shall have the right to withdraw from Service provision unilaterally if the Consumer's Service purchase confirmation in printed form is completely torn and/or damaged and its QR code cannot be read. In such cases, the Service Provider shall not have any obligation to compensate for the Service price and the Service Provider shall not be held liable for any losses in this regard.
- **5.4.**If the Consumer considers that the received Service does not comply with the Service provision terms, the Consumer shall have the right to submit a claim according to the procedure provided for in the laws and regulations.
- **5.5.** The Service Provider shall ensure the publication of the Terms of Service in the E-store.
- **5.6.** The Parties shall be mutually responsible for any direct loss caused to the other Party if such loss has arisen due to activity or inactivity on the part of the first Party or its employees.
- **5.7.**The Consumer shall be fully responsible for the legal right to use his/her payment card, as well as the current account that is linked with the card.
- **5.8.** The Service Provider shall not be held liable for any losses that are the result of malfunction of Consumer's electronic communication or telecommunication means

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- provided by a third party or for losses that are caused to the Consumer when performing payments due to the fault on the part of the credit institution.
- **5.9.**By purchasing the Service, the Consumer is informed and aware that he/she will lose the right of withdrawal after the start of the provision of the Service specified in the purchase confirmation of the Service.

6. Delivery, Mailing, or Other Costs

6.1.When purchasing Services for the prices indicated in the E-store, the Consumer shall not cover any mailing, delivery, transaction processing, or other additional costs.

7. Receiving the Service

- **7.1.**Receipt of the Service shall take place in accordance with the Terms of Service and within the term and in accordance with the procedure specified therein.
- **7.2.** The Consumer shall not be able to use the Service after the end of the term, which is indicated on the Service purchase confirmation.

8. Force Majeure

- **8.1.**The Parties shall be released from the liability for full or partial default on their contractual obligations if such default has been caused by an event of force majeure nature that the respective Party could not foresee and avert. Force majeure includes a war, a natural disaster, a general strike, acts of terrorism, decisions taken by the competent authorities and provisions of law.
- **8.2.** The Party referring to a force majeure event shall notify the other Party thereof in writing at its earliest opportunity, yet no later than within 14 (fourteen) calendar days from the setting in of the force majeure circumstances. If such a notification is not sent, the Party failing to send it shall be held liable for all the losses incurred by the other Party in line with the procedure prescribed herein.
- **8.3.**If the force majeure circumstances continue for a period exceeding 45 (forty-five) calendar days, each of the Parties may unilaterally terminate the Contract at a written notification to the other Party. In such an event, neither Party shall be held liable for the losses incurred by the other Party during the period of the force majeure circumstances.

9. Data Processing

- **9.1.**To ensure the fulfilment of this Contract and provision of a quality Service, the Service Provider as the data controller shall process the necessary personal data of the Consumer, including given name, family name, mailing address, email address, telephone number, bank account number, and other if such are provided, data on the Services provided for the Consumer and transaction data, payment data, and data generated as a result of Contract fulfilment.
- **9.2.** The purpose of data processing shall be conclusion and fulfilment of this Contract, including registration of the Consumer on the E-store, storage of data, issuing of invoices for Services, ensuring communication between the Consumer and Service Provider, within the Contract.
- **9.3.**If the Service Provider, within the framework of the Contract, purchases Services that are provided by other Service providers, the controller of such data, according to the provisions of the particular service, shall be the specific merchant or another legal entity, and the provisions for using the selected service shall be binding upon the Consumer.

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- **9.4.**Use of the E-store and executing the Service shall be a precondition for receiving the Service and also the Consumer's approval that the Service Provider is entitled to process the necessary personal data of the Consumer.
- **9.5.**Grounds for data processing shall be the Consumer's approval, provision and ensuring of the Services selected by the Consumer, fulfilment of laws and regulations, and legitimate interests of the Service Provider. The data necessary for the Service provision arises from the nature of the transaction and/or requirements of the respective laws and regulations; therefore, processing of such data is vital and refusal to provide them may cause partial or complete refusal of the Services.
- **9.6.**Complete information on the Service Provider's privacy policy, including protection of personal data provided by the Consumer, right to receive information on data, to object to its processing, to delete, correct, or restrict them, as well as on the Consumer's right to contact the Service Provider and to submit a complaint, if such is necessary, to a supervising institution, shall be available in the E-store.

10. Right of Withdrawal

- **10.1.** The Consumer shall have the right to withdraw from the Contract within 14 (fourteen) days without specifying any reason for that. The term for the right of withdrawal shall cease in 14 (fourteen) days from the day of concluding the Contract.
- **10.2.** Given that by purchasing the Fast Track Security Check and Business Lounge Service the Consumer has expressly agreed and acknowledged that he/she is aware that he/she will lose the right of withdrawal after the time of commencement of the Service as specified in the confirmation of purchase of the relevant Service, the Consumer cannot exercise the right of withdrawal after the time of commencement of the Service as specified in the confirmation of purchase of the relevant Service.
- 10.3. The right of withdrawal for the Parking Reservation Service may be exercised up to 2 (two) hours prior to the time of commencement of the Service indicated in the confirmation of purchase of the Service, and the Consumer, by purchasing the Parking Reservation Service, has expressly agreed and acknowledged that he/she is aware that he/she will lose the right of withdrawal after 2 (two) hours prior to the time of commencement of the Service indicated in the confirmation of purchase of the Service.
- **10.4.**To exercise the right of withdrawal, the Consumer shall authenticate at the E-store by providing the Service purchase number and email address under "Review Purchase" and cancel the Service.
- 10.5.If it is not possible for the Consumer to cancel the purchase in the E-store, the Consumer shall send the Service Provider a filled-in form of withdrawal or a clear statement of free form that contains information on the delivered Service, the date of purchase thereof, given name and family name (for natural persons) or the name (for legal persons) of the Consumer, registration number (for legal persons), address, telephone number, QR code or purchase number, the number of bank account from which the payment for the Service was performed, and the email address. The Consumer shall be obligated to prove that he/she exercises his/her right of withdrawal.
- **10.6.**To comply with the term for the right of withdrawal, it is enough if the Consumer sends his or her statement regarding exercising of the right of withdrawal before the end of the term for the right of withdrawal.
- **10.7.** The form of withdrawal shall be available on the Service Provider's E-store. The Consumer may fill it in electronically from the e-mail specified at the time of purchase and submit by sending to the Service Provider's email: customer@riga-airport.com.

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- 10.8. After the cancellation of the Service in the E-store or after receiving the withdrawal form, the Service Provider shall refund the Consumer the amount of money paid, without unreasoned delay but not later than within 14 (fourteen) days from the day information on the Consumer's decision to withdraw from the Contract was received, except for the cases specified in Clauses 10.2 and 10.3. The Service Provider shall refund the aforementioned amount of money by using the same method of payment as was used by the Consumer, except for cases when the Consumer has clearly agreed to other method of payment and neither the Consumer nor the Service Provider has to pay for using such method of payment.
- **10.9.**In the case of exercising the right of withdrawal, the Consumer shall not be obligated to cover the cost of money transfer if it is a domestic wire transfer. If the transfer is made abroad, this cost shall be covered by the Consumer. The Service Provider shall automatically withhold the cost of transfer from the sum of money to be transferred to the Consumer.

11. Complaint Handling and Dispute Settlement Procedure

- 11.1. The Consumer may submit complaints by writing to the postal address of the Service Provider indicated in Clause 12 of the Contract or electronically by e-mail: customer@riga-airport.com. The Service Provider shall provide its reply no later than within 1 (one) month from receipt of the Consumer's complaint.
- 11.2. All disputes and disagreements arising from the fulfilment of this Contract shall be solved by mutual negotiations between the Parties. If the Parties cannot agree, then any dispute, disagreement or claim relating to the Contract, its termination, amendment or validity shall be settled by a court of law of the Republic of Latvia, in accordance with the effective laws and regulations of the Republic of Latvia.

12. Contact information:

SJSC RIGA INTERNATIONAL AIRPORT

Address: "Lidosta ,,Rīga" 10/1", Lidosta "Rīga",

Mārupes novads, LV-1053

E-mail: customer@riga-airport.com

VAT Payer's Reg. No.: LV40003028055

Bank: JSC "Swedbank"

Account No.: LV66HABA0551037905847

Bank: JSC "Citadele banka"

Account No.: LV11PARX0000231640063

These Terms and Conditions shall enter into force on 28 March 2022.

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Annex 1.

FORM OF WITHDRAWAL - STATEMENT OF WITHDRAWAL

(if you wish to exercise your 14 (fourteen) day right of withdrawal, fill out this form and send it by email to: customer@riga-airport.com)

Upon receipt of a withdrawal, you are deemed to have familiarised yourself with the terms of the Contract on the right of withdrawal and the Terms of Service published on the Service Provider's Estore: http://www.book.riga-airport.com/lv.

I hereby declare that I wish to withdraw from the Contract that I have entered into for the provision of the following Services (mark as appropriate):

| No. | Service | MARK WITH X |
|-----|---|-------------|
| 1. | Car park booking services | |
| 2. | Fast Track Security Checkpoint services | |
| 3. | Business lounge services | |

| Date of purchase of the service | |
|---|--|
| Reason for refusal (not mandatory) | |
| Given name, surname | |
| Name (for legal entities) | |
| Registration No. (legal entity) | |
| Coupon QR code or purchase number | |
| Address | |
| Telephone number | |
| E-mail address | |
| Bank account No. from which the payment for the Service was | |
| made | |
| Signature (to be completed if sent by post) | |
| Date | |

If you withdraw from the Contract, we will refund you all the received payments without unreasoned delay and in any case not later than within 14 (fourteen) days from the day we were informed of your decision to withdraw from the Contract. Refund shall be made by using the same method of payment as you used for the initial transaction, unless you have clearly agreed to use another method of payment.

In the case of exercising the right of withdrawal, the Consumer shall not be obligated to cover the cost of money transfer if it is a domestic wire transfer. If the transfer is made abroad, this cost shall be covered by the Consumer. The Service Provider shall withhold the cost of transfer from the sum of money to be transferred to the Consumer.