



LMT Terms and Conditions of Remote Customer Service

Revision No 2

1. Terms Used

- 1.1. **Remote Service Channel** – a remote communication channel used by an Authenticated Customer, without LMT and the Customer meeting in person, to receive and manage Remote Services. The Remote Service Channel on the Internet is My LMT, LMT e-store and other websites managed by LMT; by phone – Call Centre; e-mail and mail, as well as other LMT solutions that provide the Customer with the opportunity to receive information and administer the Customer Account.
- 1.2. **Remote Services** – connection, receipt, management and termination of LMT Services, as well as sale of devices through one of the Remote Service Channels.
- 1.3. **Authentication** – the process of remote identification of a person that allows LMT to verify the identity of the Customer.
- 1.4. **Authentication Service Provider** – a cooperation partner chosen or accepted by LMT (for example, Internet Banking, a provider of a secure electronic identification tool), whose provided Authentication services can be used in Remote Service Channels.
- 1.5. **Customer Account** – an electronic account created in LMT technical systems, which is linked to a specific LMT Customer. The Customer Account is created in LMT technical systems, when the Customer starts cooperation with LMT.
- 1.6. **Customer** – a natural person, legal entity or other entity, including, but not limited to, a subscriber to LMT, user of LMT device services and user of an LMT prepaid card, who has entered into a transaction with LMT and has a Customer Account created in LMT systems.
- 1.7. **User** – a natural person who, as a Customer, actually uses LMT Services via one of the Remote Service Channels. If the Customer is a natural person, the User is a natural person who uses the Remote Service Channel on his/her or another natural person's behalf and for his/her benefit. If the Customer is a legal entity or other entity, the User is a natural person who uses the Remote Service Channel on behalf and for the benefit of the Customer – legal entity or other entity in accordance with the right of representation or authorisation.
- 1.8. **LMT** – Latvijas Mobilais Telefons, SIA, registration No. 50003050931, legal address: Ropažu iela 6, Rīga, LV-1039, phone: 80768076, e-mail: info@lmt.lv.
- 1.9. **LMT E-store** – a remote shopping system website <https://lmt.lv/veikals>, which provides the opportunity to browse and transact with the products and services of LMT, LMT Retail & Logistics and their partners.
- 1.10. **LMT Retail & Logistics** – LMT Retail & Logistics, SIA, registration No. 40103148504, Ropažu iela 6, Rīga, LV-1039, phone: 29302930, e-mail: e-veikals@lmt.lv.
- 1.11. **My LMT** – LMT service management system which enables the use of services available on the website mans.lmt.lv and in My LMT mobile app.
- 1.12. **Terms and Conditions** – LMT Terms and Conditions of Remote Customer Service.
- 1.13. **Access Parameters** – a set of data at the disposal of the Authentication Service Provider or LMT which allows identifying the User: codes, passwords, biometric data (for example, a digital image of a fingerprint or face) and other identifiers or processes, the use of which is provided or accepted by LMT.
- 1.14. **Product** – a product or service of LMT, LMT Retail & Logistics and their partners.

- 1.15. **Call Centre** – a remote communication channel provided by LMT for receiving information, submitting an order or entering into transactions using phone communication. Services at Call Centre are available by calling +371 80768076, +371 29319911 (from abroad) or other connection numbers specified by LMT.

Terms that are capitalised but not explained in these Terms and Conditions are explained in the Terms and Conditions of the LMT Service Agreement and other LMT and Customer commitment documents.

2. General Provisions

- 2.1. These Terms and Conditions determine the legal relations resulting from the provision and use of the Remote Service Channels, as well as the rights and obligations of LMT and the Customer when using the Remote Services.
- 2.2. The provision of general information about LMT services, as well as simplified options for managing LMT services, which are provided to any Customer without Authentication, are not considered to be the Remote Service Channel for the purposes of these Terms and Conditions.
- 2.3. A valid Customer Account is required to receive the Remote Services. Unless otherwise stipulated in a mutual transaction between LMT and the Customer, one Customer Account is created for the Customer, regardless of the number of transactions.
- 2.4. Customer Authentication is required before starting to use the Remote Services. Authentication is performed by naming, entering or specifying the correct Access Parameters in accordance with the relevant Remote Service usage guide, or by using the services of the Authentication Service Provider, and LMT conducts the verification of the Access Parameters, authorisation and age. Authentication may vary depending on the Remote Service Channel used, access level and the Customer status.
- 2.5. After successful Authentication, the Customer can start using the Remote Services.
- 2.6. The level of functionality of the LMT service in the specific Remote Service Channel or depending on the type of Authentication chosen by the Customer is determined by LMT, ensuring implementation at the level of technical, security and personal data protection acceptable to LMT. The amount of information and services available as part of the Remote Services, as well as the functionality options, may vary depending on the Customer status (natural person, legal entity or other entity), the content of the transactions and obligations undertaken by the Customer, the number of connections, the type and functionality of the Authentication solution. Additional Authentication may be required for the availability of certain Remote Services and functions. Individual Customer Account information may be periodically archived and be available upon individual request.
- 2.7. For the purpose of entering into a transaction and ensuring the confidentiality of the Customer, LMT has the right to send the Customer Account change notifications, informing about changes in the Customer Account information, entering into new transactions or other relevant information. Account change notifications are provided by LMT in a text message, e-mail or other form, taking into account the communication channel and form used, as well as the Customer Account settings.
- 2.8. Using the Authentication Service Provider, the User takes into account that LMT, as the controller of personal data processing, receives from the other controller – the Authentication Service Provider – the User identification data: name, surname, identity number, and compares it with the information at LMT's disposal.
- 2.9. If the User's identity number has been changed, LMT has the right to additionally compare the User's existing and new identity number in external systems. The purpose is the security of the User's account and the fulfilment of the User's request for access to the account. After successful Authentication, the User is granted access to the Remote Service.
- 2.10. If LMT approval is required for entering into or operation of a transaction, it is provided with the LMT electronic seal, the certificate of which is issued by a reliable certification service provider accredited in Latvia and whose certificate includes the LMT firm and registration number. A document or confirmation approved with an electronic seal is considered an electronic document signed by LMT.

3. Access Levels and Authentication

3.1. Remote Services can be used at one of the following levels:

- 3.1.1. at the connection number access level – provides for receiving a limited amount of information and limited management options for a certain connection number of the Customer;
- 3.1.2. at the Customer access level – provides the right to receive information and manage all connection numbers and services connected to the respective Customer. The scope of management functions and information contained in the Remote Service Channel used may vary.

3.2. LMT authenticates the Customer, following the instructions of LMT or the Authentication Service Provider, in the following ways:

3.2.1. via the Remote Service Channels on the Internet:

- 3.2.1.1. at the connection number access level, the Customer is authenticated by the connection number and password;
- 3.2.1.2. at the Customer access level – according to the Access Parameters. Using the services of the Authentication Service Provider, LMT receives from the Authentication Service Provider the information required for the identification of the Customer, i.e., name, surname and identity number, through a secure communication channel.

3.2.2. In the My LMT mobile app: by the identification number of the mobile device on which the My LMT mobile app is used. Mobile apps use personalised settings for quick access: a PIN code (a four-digit combination that must be entered to use the app) or biometrics (such as a digital image of a fingerprint or face). The Customer is aware that the biometric data are stored and verified on the mobile device.

3.2.3. in the Call Centre:

- 3.2.3.1. at the connection number access level by a connection number, Customer's name, surname and identity number;
- 3.2.3.2. at the Customer access level, the Customer is identified by the name, surname and identity number that LMT receives from the Authentication Service Provider via a secure communication channel, as well as by one or more Access Parameters that the Customer names or enters during the conversation: connection number, name, surname, identity number, SIM card security code (PIN1), Customer number, invoice number and after using the connection.

3.3. Via other Remote Channels, the Customer is authenticated by one or more Access Parameters that clearly and reliably identify the Customer.

3.4. In order to review the Customer's application and ensure unambiguous identification of the Customer, LMT has the right to request additional information about the Customer or the use of the connection, as well as to use other methods to clearly identify the Customer.

4. Submission of Orders and Entering into Transactions

- 4.1. In accordance with the functionality of the Remote Service, the Customer can submit applications, inter alia, make changes to existing transactions and enter into new transactions, including, but not limited to, entering into transactions on the use and purchase of new Products. Such actions are equivalent to written documents signed by the Customer himself/herself within the meaning of the Civil Law and are binding on the Customer. The place of transactions entered into this way is considered to be the legal address of LMT.
- 4.2. Any Customer's order, application, confirmation or other notification given via the Remote Service Channel is considered to be a transaction for the purposes of these Terms and Conditions, regardless of the form – oral, written or by digital means.
- 4.3. The Customer is informed that the execution of orders and entering into transactions begins immediately upon receipt of the Customer's order, except in cases where the provision of a specific service provides for otherwise. Before submitting the order, the Customer has the opportunity to edit and change his/her choice.

- 4.4. Taking care of the Customer's ability to fulfil obligations in the long term, the entering into a transaction or the execution of an order placed by the Customer may be refused if there is insufficient information about the Customer's creditworthiness, it is negative or there is another basis.
- 4.5. LMT has the right to set various security and functionality requirements for requesting and approving various Remote Services or submitting orders.
- 4.6. Where via one of the Remote Service Channels after appropriate Authentication the Customer has started, but not completed the Customer service process (for example, a completed but unsigned application, unapproved transaction, etc.), LMT has the right to send the Customer a reminder that the Customer service process has not been completed – no more than three notifications (texts and e-mails) and three calls within two weeks. The Customer can unsubscribe from receiving reminders in the manner specified in the relevant Remote Service Channel guide by emptying the order basket, notifying LMT, informing, placing an order or otherwise.

5. Using My LMT

- 5.1. In order to use My LMT, the Customer requires an Internet connection and a device that meets the My LMT software compatibility requirements, which may change from time to time.
- 5.2. My LMT provides services and access to the Customer Account in one of two ways according to the functionality available for the specific My LMT environment:
 - 5.2.1. by entering correct Access Parameters in My LMT;
 - 5.2.2. using the services provided by the Authentication Service Provider, activating the available My LMT link and performing the necessary actions according to the conditions of the relevant solution.
- 5.3. In order to use the My LMT mobile app, the Customer downloads the My LMT mobile app to his/her device, first making sure of the device's compliance and compatibility with the software of the My LMT mobile app (Android, iOS).
- 5.4. When starting to use the mobile app, the Customer accesses the mobile app with the Access Parameters and creates a PIN code for the mobile app. According to the functionality of the device, the Customer can activate the Authentication option using biometric data – a fingerprint or face recognition solution.
- 5.5. In order to use the mobile app, the Customer's device and connection type must meet the technical and security requirements. If during the use of the device the device no longer meets the specified requirements, the expenses related to the improvement or replacement of the device shall be covered by the Customer.
- 5.6. LMT has the right to change and impose stricter requirements at any time for devices that support the use of the mobile app. The Customer is responsible for the security of his/her device (including when using a Wi-Fi network, apps or software not supported by the manufacturer of the mobile device) and connection security. When accessing the My LMT mobile app, the Customer is authenticated by the PIN code entered, the biometric solution used or the Access Parameters. If, when connecting to the My LMT mobile app, the Customer enters an incorrect PIN code or uses an inappropriate biometric solution five times in a row, the Customer must authenticate himself/herself using the Access Parameters specified in the Agreement.
- 5.7. The Customer is obliged to ensure the inaccessibility of his/her personalised information and My LMT mobile app settings to third parties. When using the mobile app, it is required to ensure that biometric data of other persons are not stored in the Customer's device as the Access Parameters.
- 5.8. The Customer is informed that the Customer can independently control the receipt of notifications or refuse them in the My LMT mobile app. To provide information about services, LMT sends regular general information, the receipt of which can be managed in the device settings.
- 5.9. If the device on which the My LMT mobile app is installed is handed over to another person, the Customer is obliged to uninstall and delete the Customer Account and its data available on

the device. For the purposes of confidentiality and personal data security of the Customer, the Customer is obliged to take reasonable measures for the safe storage and use of the device, including installing the screen blocking (protection) functionality of the device.

6. Using the LMT E-store

- 6.1. The purchase of the Products and services of LMT, LMT Retail & Logistics or LMT partners which are available in the LMT e-store, the processing and execution of transactions is provided by LMT, LMT Retail & Logistics and their cooperation partners.
- 6.2. When purchasing a Product or service in the LMT e-store, the Customer confirms that he/she has read the description of the selected Product or service and that it meets the requirements and needs of the Customer. The Customer confirms that he/she has read the procedure for placing an order, delivery fees and receipt times, and payment methods; the Customer is aware that the number of Products available to one Customer per purchase may be limited. The Consumer confirms that he/she has received and read the sample Withdrawal Form and the Information on the right of withdrawal, the conditions of their use, terms and procedures. The Customer confirms that he/she is aware that, if a Product is purchased by entering into an agreement on the LMT service, the terms and conditions of the respective LMT service agreement shall be applied to the transaction, unless these Terms and Conditions provide for different procedures.
- 6.3. At the time of purchase, the Customer undertakes to provide accurate personal data, order delivery address and contact information necessary to ensure the execution of the transaction. In case of inaccurate data, the transaction is not provided.
- 6.4. The Customer is informed about the processing of his/her personal data, incl. personal identification codes, and the use of technological solutions in order to ensure transaction execution, settlement administration, offering of Products, handling of claims and fulfilment of warranty obligations, as well as other legal grounds, in accordance with the laws and regulations. Information about the personal data operators of the controllers LMT and LMT Retail & Logistics, as well as the LMT Retail & Logistics Privacy Policy is available on the LMT www.lmt.lv.
- 6.5. The technological platform of the LMT e-store ensures the storage and issuance of electronic documents and information related to the entering into and execution of the transaction at the Customer's request. The Customer is provided with the opportunity to save documentation related to the execution of transactions.
- 6.6. The Customer is informed that the delivery time of the Product purchased in the LMT e-store depends on the availability of the Product. If the Product is not available at the time of purchase (for example, a pre-sale offers a new Product not yet available on the market, the delivery of which depends on its manufacturer – delivery is not guaranteed and is made on a first come, first served basis, or the Product is not available for immediate delivery for other reasons), the following conditions apply:
 - 6.6.1. the estimated delivery time is indicated informatively next to the Product description in the LMT e-store;
 - 6.6.2. if the actual delivery time of the Product exceeds fourteen (14) calendar days:
 - 6.6.2.1. LMT has the right to send a reminder to the Customer (by e-mail according to the contact details provided by the Customer) about the status of the order. Reminders are sent no more than once every two weeks;
 - 6.6.2.2. As part of the performance of the LMT service agreement, LMT, in order to ensure the Customer's long-term ability to meet his/her obligations, repeats the verification of the Customer's creditworthiness prior to delivery to the Customer.
 - 6.6.3. When LMT or LMT's partner has received the pre-sale Product and/or the Product has become available for delivery, the Customer is immediately informed of the exact time of delivery of the Product. Communication with the Customer is carried out in accordance with the contact details provided by the Customer.
- 6.7. If the Product has been purchased by paying its price in full at the time of order or by entering into an agreement on the LMT service 'Instalment', the ownership right to the Product shall pass to the Customer as of the moment when the Product is handed over to the Customer (Clause 11.4 hereof).

- 6.8. LMT may cancel a transaction by notifying the Customer in accordance with the contact details provided by the Customer, including by sending written information about the cancellation of the transaction to the e-mail address provided by the Customer, if:
- 6.8.1. the verification of the Customer's creditworthiness results in insufficient information, it is negative or there are other grounds;
 - 6.8.2. LMT or LMT's partner has not received the pre-sale (new, not yet available on the market at the time the order is placed) Product, has not received the Product in sufficient quantity or the Product is unavailable for other reasons and no extension of the originally agreed delivery time has been agreed with the Customer.
- 6.9. The Customer has the right to withdraw from the transaction at any time prior to receipt of the Product by notifying LMT in writing. After receiving the Product, the Consumer has the right to exercise the right of withdrawal in accordance with the procedure set out in these Terms and Conditions.
- 6.10. In the event that LMT or the Customer cancels the transaction pursuant to the procedure set out in these Terms and Conditions and the Customer has already paid for the Product, the amount paid is refunded to the Customer in the form of a non-cash settlement in accordance with the means of payment originally used by the Customer.
- 6.11. At the time of delivery of the Products, the Customer undertakes to be at the specified location and present an identity document, otherwise they will not be issued. The Customer's order is issued only to the Customer or his/her authorised person.
- 6.12. If the Customer cannot be found at the specified address at the time of delivery, as a result of which delivery is impossible, the order is re-delivered after the Customer re-commits to be at the specified place and time. Additional shipping charges may apply for repeated deliveries.
- 6.13. At the time of delivery of the order, the Customer is obliged to accept the purchased Products or services, check their conformity and quality, as well as sign the documents related to the execution of the respective order.
- 6.14. After entering into the transaction, the electronic document confirming it is available in My LMT environment.
- 6.15. An invoice and/or delivery note for the Products, as well as information on the procedure for exercising the Consumer's right of withdrawal, are sent to the e-mail address specified by the Customer. The invoice and/or delivery note as a document confirming the purchase are prepared and certified electronically.
- 6.16. The fee for the delivery of the order, if provided for, is specified separately during the transaction process according to the LMT e-store delivery fees. The Customer pays for the purchased Products and services within the terms specified in the settlement documents.
- 6.17. The Products purchased in the LMT e-store shall be deemed to have been handed over to the Customer upon delivery of the Product (in accordance with Clause 11.4 hereof).
- 6.18. Quality and Warranty Obligations
- 6.18.1. The warranty period of the Product or service is determined by the manufacturer. The warranty period does not affect the Customer's rights stipulated in the laws and regulations.
 - 6.18.2. If, at the time of delivery, damage to the packaging or Products is detected or there is a reason to believe that the Products contained in the package may be damaged, the Customer has the right to refuse to accept the delivered Products or services. In this case, the order is cancelled, and the Customer is refunded or the delivered Product is replaced by a new identical Product (if available) without defects.
 - 6.18.3. The warranty does not apply and/or the Customer's claim is not satisfied if:
 - 6.18.3.1. the defect has arisen as a result of the natural wear and tear of the Product or the Product has a limited resource of use, resulting from the purposes of use of the Product or its part;
 - 6.18.3.2. the Customer does not comply with the Product's operational rules and the rules stipulated in the manufacturer's manual;

- 6.18.3.3. unauthorised intervention in the Product's software is detected;
 - 6.18.3.4. unauthorised modification of the Product has been performed;
 - 6.18.3.5. the Customer cannot present documents confirming the purchase of the Product, a warranty card or a purchase card.
- 6.18.4. The Customer has the right to report questions related to the execution of the transaction, as well as questions about the compliance of the Product and/or service purchased within the transaction with the terms and conditions of the agreement, to the Product manufacturer or its authorised person – the service centre. If other documents relating to the delivery of Products or services and warranty obligations (agreement, etc.) specify a different procedure for reporting the Customer's questions, the Customer shall take into account the procedure specified in these documents. The laws and regulations in force in the Republic of Latvia apply to issues related to the Order, inter alia, the Consumer has the right to use the Consumer's rights stipulated in the laws and regulations.
- 6.18.5. All disagreements related to the execution of the transaction are resolved through negotiations. In case of failure to reach an agreement through negotiations, dispute can be referred to an out-of-court consumer dispute resolver – the Consumer Dispute Resolution Commission (www.ptac.gov.lv).
- 6.18.6. The Consumer's written request for a Product or service that does not comply with the terms and conditions of the agreement is considered in accordance with the procedures and terms specified in the laws and regulations. In other cases, the Customer's written and oral claims are considered within thirty (30) days from the date of receipt of the claim, if the relevant issue does not require the clarification of additional circumstances.
- 6.18.7. First of all, the Consumer has the right to request that the non-compliance of the Product with the terms and conditions of the agreement be eliminated without compensation or that it be exchanged for a Product that complies with the terms and conditions of the agreement, except when this is impossible or disproportionate. If this is not possible within a reasonable period of time or other circumstances set forth in the laws and regulations occur, the Consumer may demand a proportionate reduction in the price of the Product or cancellation of the agreement and refund of the amount paid. When reducing the price or cancelling the agreement, the wear and tear of the Product or the benefit that the Consumer obtained when using the Product, the amount of which has been assessed by a service centre authorised by the manufacturer, is taken into account.
- 6.18.8. If the Customer submits a claim in respect of a possible defect of a Product purchased as part of the transaction, the Product can be sent for diagnostics at the manufacturer's certified service centre to establish the existence of the defect, the possible reasons for its occurrence and the causal relationship between the reported defect and the reasons for its occurrence.

7. Using the Call Centre

- 7.1. Before receiving the Remote Services in the Call Centre, the Customer performs Authentication:
- 7.1.1. by naming the Access Parameters;
 - 7.1.2. before connecting, by entering the Access Parameters using the phone keys/keypad;
 - 7.1.3. by using the options provided by the Authentication Service Provider, complying with the rules of the Authentication Service Provider.

8. Customer's Obligations and Liability

- 8.1. The Customer has the following obligations:
- 8.1.1. the Customer is responsible for all actions, including the actions of authorised persons and any other third parties, performed using the Access Parameters assigned to the Customer;

- 8.1.2. to ensure that the persons who are authorised to access the Customer Account and use the Remote Services (Users) read the LMT Privacy Policy and comply with these Terms and Conditions, as well as the descriptions of the use of individual Remote Services;
- 8.1.3. to keep the Access Parameters and other confidential information safe and not disclose it to third parties, and to prevent third parties from knowing it, as well as to change the Access Parameters at the request of LMT. If the Access Parameters or any other confidential information has become known to third parties, the Customer is obliged to inform LMT immediately. The Customer and the User are obliged to inform LMT immediately also if the use of the device in which the Access Parameters are stored or My LMT app is installed is terminated, inter alia, the device is lost or stolen or the connection number is transferred to another person;
- 8.1.4. not to use third-party Access Parameters;
- 8.1.5. to use the Remote Services in good faith and not to affect the legal interests of others;
- 8.1.6. in addition, the Consumer has the right to use the sample consumer right of withdrawal form and the Information on the right of withdrawal, subject to the conditions of their use. The Consumer is informed that in the cases specified in the laws and regulations, for example, in the case of a request for digital content, the service is being executed without applying the right of withdrawal. In addition, the Consumer has the right to submit claims regarding the entered into transaction in the cases, according to the procedure and time limit specified in the laws and regulations, if such arise;
- 8.1.7. the Customer is obliged to follow up, as well as to regularly review and update the compliance of the activities of the Customer's authorised persons with the Customer's interests. The Customer is responsible for all actions performed from the Customer Account and they are binding on the Customer.
- 8.2. The Customer's responsibility is to provide LMT with accurate and correct information, updating it if necessary if the data have changed.

9. LMT's Obligations and Liability

- 9.1. LMT undertakes to Authenticate the Customer in accordance with these Terms and Conditions.
- 9.2. LMT is not responsible for damages or disturbances in the operation of the Remote Services, if they are caused by damages, malfunctions in the Customer's device, e-mail configuration or load, use of inappropriate or unlicensed device or software, interruption in the supply of electricity or non-compliance of the device with the conditions of use.
- 9.3. LMT is not responsible for losses incurred by the Customer if a third party connects to or uses the Remote Services using the Customer's Access Parameters.
- 9.4. LMT has the right to cancel the Customer's request for the Services if there are suspicions of the fraudulent nature of the transaction or the use of identification, such as internet banking, payment card, payment card data of another person.
- 9.5. In order to ensure the operation of the Remote Services, LMT has the right to make updates related to the Remote Services and the mobile app software. Information may be compared to information on LMT's servers from time to time to check for available functionality updates, including bug fixes, patches, feature enhancements, missing plugins, and new versions. LMT has the right to update the My LMT mobile app to the latest version, regardless of the update settings, if the update is necessary to address security vulnerabilities in the My LMT mobile app.

10. Termination of Remote Services

- 10.1. LMT discontinues the provision of the Remote Services:
 - 10.1.1. if the provision of services to the Customer has been terminated and another basis for cooperation with the Customer is no longer valid;
 - 10.1.2. if there are reasonable doubts about the illegal use of the Remote Services or information has been received that the Customer's connection number or other Access Parameters have come into the possession of other persons without authorisation. In the

case referred to in this Clause, LMT has the right to partially or completely restrict remote access to the Customer Account without prior notice.

- 10.2. After the termination of the Customer Account, the Customer Account is closed, the Customer's and User's data are deleted and information is no longer available to the Customer, except for the data whose purpose of processing results from other Customer's obligations (for example, information about the Customer's debt) or such data storage obligation results from the laws and regulations. If, after closing the Customer Account, the Customer has valid obligations to receive other LMT services, the Customer may be assigned (activated) a Customer Account for the provision of the corresponding service.

11. Settlement Procedure

- 11.1. The use of the Remote Services is free of charge.
- 11.2. For the charged services provided by LMT or other persons, including the Internet service selected via the Remote Service Channels in Latvia and abroad and the delivery of orders, if such has been made, the Customer shall pay according to the established fees. Fees for services available via the Remote Service Channels are indicated for consumers with taxes, for other persons the type of fee indication may be different.
- 11.3. If the Product purchased via the Remote Service Channels is subject to periodic payments, such payments are calculated from the day following the delivery of the Product.
- 11.4. The time of delivery of the Product is the day on which the Customer receives the Product:
- 11.4.1. at the LMT, LMT Retail & Logistics Customer Service Centre;
 - 11.4.2. via a courier service provider, duly acknowledging the receipt of the Product in accordance with the courier service provider's procedures;
 - 11.4.3. at the postal service provider's parcel machine selected by the Customer by entering the code sent to the Customer individually or other information required to receive the item;
 - 11.4.4. at another point of issue, taking into account the rules of the relevant delivery channel.
- 11.5. Information about the time of delivery of the Product is recorded and reflected in My LMT.

12. Data Processing

- 12.1. LMT, as the controller of personal data, processes personal data received as part of the Remote Services, including personal data in the Customer Account, in accordance with the LMT Privacy Policy.
- 12.2. If the Customer has given his/her consent to the processing of specific data for the relevant purpose within the scope of the Remote Services, the Customer has the right to withdraw his/her consent to the processing of specific data at any time by contacting LMT, as well as to give consent for a specific purpose again at his/her option. The withdrawal of consent does not affect the data processing carried out until the withdrawal was received.
- 12.3. LMT has the right to store and process the transaction flow information (including audit records and telephone conversation records), submissions, content of communication and correspondence, etc., received as part of the Remote Services, and, where necessary, use it to confirm transactions and other activities. The basis for data processing is the Customer's transaction application for ensuring the purpose of the transaction and examining related issues, as well as legitimate interest.
- 12.4. Full information about the LMT Privacy Policy, including the Customer's right to receive information about data, object to its processing, delete, correct or restrict it, as well as the Customer's right to contact LMT and, if necessary, submit complaints to supervisory authorities in matters of data processing and consumer rights are available in the Terms and Conditions of LMT Service Agreement. The Customer has the right to use the solutions available in My LMT environment to exercise his/her rights.

- 12.5. The Customer's data are processed for the time necessary to ensure the operation of the Customer Account, including the storage time of backup copies of data for the integrity and security of the system, the protection of LMT and the Customer's interests, as well as for the fulfilment of the obligations stipulated in the laws and regulations.

13. Right of Withdrawal

- 13.1. The Consumer has the right to exercise the right of withdrawal within fourteen (14) days from the moment of delivery, by filling out a [withdrawal form](#) or a notice on the exercise of the right of withdrawal, submitting it to the relevant merchant in accordance with the procedures specified in the laws and regulations as a written confirmation of the refusal of the purchased Product. The deadline has been met if the Consumer notifies the relevant merchant of the decision to refuse before the expiry of the right of withdrawal.
- 13.2. If the Consumer exercises the right of withdrawal, the Consumer is obliged to return the purchased Products, including sales promotion goods (gifts), which the Consumer received without additional payment, in full packaging, without damage, presenting documents confirming the purchase of the Products, to the relevant merchant in accordance with these Terms and Conditions and the provisions of effective laws and regulations without undue delay, but no later than within fourteen (14) days from the day when the Consumer has notified the relevant merchant of his/her decision to refuse the purchased Product. The withdrawal period will be considered met only if the Products are returned before the expiry of the fourteen (14) day period. Otherwise, it is considered that the Consumer has not exercised the right of withdrawal.
- 13.3. When returning the Products in accordance with the procedure stipulated in Clause 13.2 hereof:
- 13.3.1. the Consumer is responsible for the decrease in the value of the Products if the Products have been used beyond the intensity intended for the purpose of testing the Products, which is incompatible with the principle of good faith. Cases where the purchased Product (device) is used for data transmission of more than one (1) GB during the right of withdrawal are considered to be acts in bad faith by the Consumer;
- 13.3.2. the Consumer bears the costs associated with returning the Product;
- 13.3.3. it is the responsibility of the Consumer to delete any personal information from the returned Product. The merchant to whom the Product was returned is not responsible for the processing of any personal information related to non-compliance with this Clause.
- 13.4. Upon receipt of the cancellation notice and the purchased Products or confirmation that the Products have been returned (whichever is sooner), the amount paid for the order and its standard delivery, excluding the costs associated with returning the Products to the merchant, is refunded within fourteen (14) days. The amount of money is refunded according to the means of payment originally used by the Consumer, unless there is an agreement on another method.
- 13.5. The Consumer is informed that the right of withdrawal does not apply in the cases provided for in the laws and regulations, including:
- 13.5.1. if the purchased Product is related to the delivery of digital content or a digital service. The provision of digital content and digital service begins with the moment of ordering/activation and the Consumer loses his/her right to withdraw from the distance contract from the moment of ordering/activation. In such cases, the Consumer receives an informative message separately. Removing the SIM card from the package holder and activating it to use services, the moment of ordering/activating the service is also considered as consent to start receiving services;
- 13.5.2. if the Consumer has opened the package of audio recordings, video recordings or computer programmes.
- 13.6. In cases where the right of withdrawal is exercised, the Consumer is responsible for the quality and safety of the Products received until they have been returned to the relevant merchant.

14. Miscellaneous

- 14.1. LMT has the right to amend these Terms and Conditions at any time and to add new or additional terms or conditions for the use of the Remote Services. The new revision of these Terms and Conditions is posted on the websites managed by LMT and is also available on other channels.
- 14.2. LMT has the right, without prior notifying the Customer, to change the procedure for providing the Remote Services, to change the amount of services and information available to the Customer, the functional and visual solution, to increase the level of confidentiality and security of the services, as well as to ensure the content and technical improvements of the services.
- 14.3. If the Customer uses offers and links to the services of other merchants, the Customer alone complies with the terms of such offers. LMT does not undertake responsibility for the content of other merchants' offers and their compliance.
- 14.4. Remote Services are available around the clock according to the specifics of each Remote Service Channel. Temporary interruptions of the Remote Services related to system maintenance, service and improvement works are allowed.
- 14.5. Issues that are not discussed in these Terms and Conditions are resolved by LMT and the Customer in accordance with the procedures specified in the Terms and Conditions of the LMT Service Agreement and the laws and regulations in force in the Republic of Latvia.
- 14.6. Descriptions of the Remote Services are available in Latvian. If individual sections hereof are additionally available in an informative form also in another language, in case of discrepancy, the Latvian text prevails.
- 14.7. The Remote Service Channels contain proprietary information and materials owned by LMT and/or its licensors and protected by applicable intellectual property regulatory framework, as well as other laws and regulations, including but not limited to copyright. It is the Customer's responsibility not to use such proprietary information or materials in any way, except for the use of information included in the Remote Service Channels for personal, non-commercial purposes. The Customer undertakes not to modify, rent, lend or distribute the intellectual property rights contained in the Remote Service Channels, such as the name and logo of My LMT or the LMT e-store, used in connection with the operation of the Remote Service Channel.

Amendments to This Revision

- The title of these Terms and Conditions has been clarified
- The terms in Clause 1 hereof have been listed in alphabetical order
- sub-clauses of Clause 3.2.3 and Clause 6.2 have been edited
- new clauses, i.e., 6.6-6.10 and 6.17, have been added (the numbering of the existing sub-clauses of Clause 6 has been updated accordingly), 11.3-11.5
- individual terms in the text of these Terms and Conditions have been clarified

Revision No 2 of the Terms and Conditions is valid from 15.05.2025