RULES FOR THE USE OF ELECTRONIC GIFT CARDS

An electronic gift card (hereinafter 'Gift Card') is a payment instrument issued by Ülemiste Center OÜ and used by the User to pay for goods and services purchased from the Trader before the Expiry Date. The Gift Card may be used several times, with one or more Traders, until the Nominal Value is spent or until the Expiry Date.

These Rules for the Use of Electronic Gift Cards regulate the terms, conditions, and procedures relating to the issuance, circulation, and use of the Gift Cards issued by Ülemiste Center OÜ and are binding on all Customers, Users, and Traders associated with the Gift Card.

1. DEFINITIONS USED IN THE RULES

'Gift Card' – an electronic payment card issued by Ülemiste Center OÜ that has an individual number and is used to pay for an unlimited number of Purchases at various Traders to the extent of the Nominal Value.

'Expiry Date' – indicates the last day (inclusive) during which the Gift Card may be used at the Trader to pay for the Purchase. The Expiry Date is indicated on the Gift Card.

'Balance' – the amount of electronic money on the Gift Card, i.e. the part of the Nominal Value that has not yet been used to pay for Purchases.

'Nominal Value' – the amount of money the Customer pays to the Issuer or the Reseller of the Gift Card of the same value. The Nominal Value is indicated on the Gift Card.

'System' – a database of Gift Cards issued by the Issuer, which is used to enter data on the issuance of the Gift Card, the Balances and the transactions made with the Gift Card, as well as the software that verifies the authenticity and validity of the Gift Cards and the Balance, confirms the Purchase authorisation, and performs other functions according to the parameters entered.

'System Provider' – the person or company that ensures that the System is provided and maintained and that payments related to the processes are made using the Gift Cards in the manner intended by the Issuer.

'Device' – an electronic payment device, such as a payment terminal, GSM terminal, integrated cash register or other device used by the Trader to read data from the magnetic stripe of the Gift Card and authorise the Purchase.

'Issuer' – Ülemiste Center OÜ, registered in the Estonian Commercial Register under registry code 10872385 and with its registered office at Suur Sõjamäe 4, Tallinn 11415.

'Reseller' – a person authorised by Ülemiste Center OÜ to sell Gift Cards on behalf of the Issuer and to represent the Issuer in its relations with the Gift Card Customers and Users.

'User' – a person who uses the Gift Card.

'Price List of Services' – the fees approved by the Issuer for the services related to the Gift Card. The Price List of Services is an integral part of the Rules and is attached to the Rules as Table 1.

'Customer' – an individual, legal entity or self-employed person who purchases the Gift Card from the Issuer via the e-shop or information desk.

'Purchase Authorisation' – an electronic data exchange process that results in

a reduction of the Balance by an amount equal to the Purchase amount, provided that the Gift Card is valid and that the Balance is sufficient to make such a Purchase.

'Purchase' – the purchase of goods or services from a Trader, paid for in whole or in part with a Gift Card.

'Trader' – a person who has entered into a written contract with the Issuer for the acceptance of Gift Cards as a means of payment for goods (the relevant clause in the commercial lease agreement between the Trader and Ülemiste Center OÜ under which the Trader uses the premises in Ülemiste Centre is deemed to be a contract) sold by the Trader or services provided by the Trader.

'Complaint' – a complaint that is made in writing and submitted by the Customer or User to the Issuer or Trader in relation to the functioning of the Gift Card, the use of the Price List of Services, the transactions made with the Gift Card, the Nominal Value or Balance of the Gift Card or other issues related to the Gift Card.

'Supervision and Control Authorities' – consumer protection authorities, supervisory authorities regulating or supervising financial and capital markets, tax control and supervision authorities, anti-money laundering authorities or other competent governmental authorities supervising or regulating the work of the Issuer.

2. TYPES OF GIFT CARDS

2.1 Gift Card design and Nominal Value

2.1.1 The issuer sells Gift Cards with the Nominal Value of EUR 5–500.

2.1.2 The Customer is free to choose the Nominal Value of the Gift Card between EUR 5 and EUR 500.

2.1.3 The Customer says/enters the requested Nominal Value when purchasing or ordering a Gift Card. The Nominal Value is indicated on the Gift Card.

2.1.4 It is not possible to top up the Gift Card.

2.1.5 Gift cards are available in 5 different designs

3. PURCHASING GIFT CARDS

3.1 Points of sale of Gift Cards

The Issuer sells the Gift Cards at the information desk of Ülemiste Centre and in the e-shop at https://kinkekaart.ulemiste.ee/.

3.2 Purchasing Gift Cards

3.2.1 In order to purchase a Gift Card, the Customer must contact the Issuer at the points of purchase of Gift Cards as defined in these Rules, pay the selected Nominal Value, and comply with the other requirements established.

3.2.2 When making a purchase at the information desk of the centre, the Customer may pay the Nominal Value in cash or by bank card accepted by the Issuer or the Reseller. The Nominal Value of the new Gift Card cannot be covered by the existing Gift Card Balance.

3.2.3 The Issuer will issue the Gift Card to the Customer once it has received payment for the Nominal Value in cash or confirmation from the bank that issued the payment card that funds have been reserved on the card account for payment of the Nominal Value.

3.2.4 The Issuer will issue a receipt/invoice to the Customer confirming that the Nominal Value has been paid, including the amount of the Nominal Value and other information required by the laws and regulations of the Republic of Estonia.

3.2.5 The Nominal Value will be printed on the Gift Card before it is issued to the Customer.

3.2.6 Upon receipt of a Gift Card from the Issuer, the Customer must immediately verify that the Nominal Value stated on the Gift Card and the amount stated on the receipt issued to the Customer are the same as the Nominal Value paid by the Customer. If the Customer identifies any discrepancies, the customer must immediately inform the representative of the Issuer who served the Customer. The Balance can be viewed at http://www.ulemiste.ee/kinkekaart and via the information desk terminal.

3.2.7 If a Gift Card has already been issued to the Customer, the Nominal Value cannot be changed.

4. ORDERING GIFT CARDS

4.1 When placing an order for a Gift Card, the Customer fills in the required information fields in the e-shop, including the number of Gift Cards, Nominal Values, Design, and other information requested by the Issuer.

4.2 On the basis of the order, the Issuer will issue an order confirmation/invoice to the Customer and send it to the e-mail address provided by the Customer.

4.3 An order placed by the Customer on a Gift Card becomes binding for the Customer when the Customer pays the corresponding invoice.

4.4 The Customer is obliged to pay the invoice within 7 (seven) working days of the date of the invoice. If the Customer fails to pay the invoice within the time limit specified in the previous clause, the Issuer has the right to cancel the order placed by the Customer.

4.5 Orders for the Gift Cards will be fulfilled within 3 (three) working days of the date of payment of the invoice submitted by the Issuer.

4.6 The Issuer will only fulfil those Gift Card orders that have been paid in full.

4.7 The buyer can pick up the ordered Gift Cards at the information desk of the Issuer from Monday through Saturday from 10.00–21.00 and on Sunday from 10.00-19.00. Upon receipt of the Gift Cards, the Customer will be required to present an authorisation and/or ID card or other proof of identity.

4.8 All invoices related to this service are generated electronically and are valid without signature.

5. ADDITIONAL SERVICES AND FEES

5.1 When purchasing a Gift Card, the Customer may select and purchase the packaging (envelope, box, etc.) provided by the Issuer at the price indicated in the Price List of Services.
5.2 In accordance with the Price List of Services, if after the Expiry Date the Balance is not EUR 0.00 (zero euros and zero cents), a maintenance fee of EUR 0.90 (ninety cents) will be deducted from the Gift Card on the last day of the current month and each subsequent month until the balance is EUR 0.00 (zero euros and zero cents).

6. PURCHASES MADE WITH GIFT CARDS

6.1 Persons who can make Purchases with the Gift Cards

6.1.1 Anyone having a Gift Card can use it to make Purchases.
6.1.2 Traders and Resellers who accept the Gift Cards as a means of payment for Purchases are under no obligation to verify whether the User is the legitimate User of the Gift Card, how the User obtained the Gift Card, or the legal basis for using the Gift Card by the User.

7. Shops where Gift Cards can be used

7.1 Gift Cards can be used to pay for Purchases at the Ülemiste Centre Traders who have signed an agreement with the Issuer to accept Gift Cards. Gift Cards cannot be used at Gym sports clubs and Q-Store.

8. Paying for Purchases with Gift Cards

8.1 Prior to the Expiry Date, the Gift Card may be used by the User to make an unlimited number of Purchases, provided that the total value of such Purchases does not exceed the Nominal Value of the Gift Card.

8.2 The Gift Card can be used to make Purchases at one or more Traders at the User's discretion.

8.3 Before making a Purchase, the Customer informs the Trader of the amount they want to pay with the Gift Card.

8.4 The Trader does not have the right to refuse to accept the Gift Card as a means of payment, except in the following cases:

a) the Trader's Device is broken;

b) the Gift Card presented to the Trader should be declared invalid in accordance with clause 9 of the Rules.

8.5 If the Balance on the Gift Card is insufficient to pay for the Purchase, the Trader is obliged to accept the Gift Card for payment of the Purchase, provided that the User pays the remaining Balance in cash, by payment card or by another Gift Card.

8.6 If the User intends to pay for part or all of the Purchase with a Gift Card, the User must present the Gift Card to the Trader's employee at the checkout before paying for the Purchase. The data on the magnetic stripe will be read from the Gift Card for payment of the Purchase and the Purchase will be authorised by the Trader's Device in the presence of the User.

8.7 During the Purchase Authorisation, the System will reduce the Balance by an amount equal to the amount of the Purchase Authorisation request generated by the Device. If the Balance is not sufficient to cover the full amount of the Purchase Authorisation request, the Purchase Authorisation will be rejected.

9. Reading Gift Card data

9.1 Once the Gift Card has been inserted into the Device and its data has been read, the Trader is obliged to issue to the User a printout (receipt) generated by the Device confirming the transaction made with the Gift Card or its rejection, provided that the Device used by the Trader allows such a function.

9.2 If the Trader is unable to provide a receipt confirming the transaction as described in clause 6.4.1, the Trader must prepare a written statement of the transaction, which must be signed by both the Trader and the User. If the Trader refuses to produce a receipt issued by the Device as described in clause 6.4.1 or fails to prepare a statement as referred to in that clause, the User has the right to summon the Ülemiste Centre security personnel from the Trader's point of sale and ask them to confirm the transaction with a written statement. The Gift Card may be re-entered into the Trader's Device to pay for part or all of the Purchase and the magnetic stripe on the Gift Card may only be re-read in the following cases:

a) the initial Purchase Authorisation request has been declined and the Trader has provided the User with a receipt from the Device confirming that the Purchase Authorisation has been declined, provided that the Card Reader used by the Trader allows it; or

b) the Gift Card has been presented in accordance with the User's request to view the Balance (if the Trader's Device so allows) and the Trader has provided the User with a corresponding receipt from

the Device confirming the Balance; or

c) the Purchase Authorisation has been completed, the Purchase Documents described in clause 6.5.1 have been delivered to the User, and the User wants to make another transaction with the Gift Card.

If the User suspects that the Trader has entered the Gift Card into the Device without authorisation and has read its magnetic stripe data, the User is obliged to call the Ülemiste Centre security staff from the Trader's point of sale and ask them to confirm this fact in a written statement.

10. Purchase Documents

10.1 In order to confirm the payment for the Purchase made with the Gift Card, the Trader will issue to the User a receipt from the Device confirming the transaction and indicating the Trader's details and the last four numbers of the Gift Card used, the description of the Purchase made and the value paid with the Gift Card, as well as a checkout receipt.

10.2 The User is obliged to check at the checkout the correctness and appropriateness of the data of the receipt from the Device and of the checkout receipt; if the User detects any errors or discrepancies, they are obliged to inform the Trader's representative immediately.

11. Cancellation and withdrawal of Purchase

11.1 Upon Purchase Authorisation, a Purchase Transaction can only be cancelled if the Trader agrees to do so in accordance with the transaction rules or if the information on the receipt issued from the Device and given to the User does not match the transaction performed by the User or the checkout receipt issued to the User.

11.2 Purchases paid for in part or in full with a Gift Card become irrevocable when the User leaves the Trader's point of sale.

11.3 Purchases that have been paid for in part or in full with a Gift Card may be cancelled in the cases and in the manner provided by law, in accordance with a process defined by the Trader.

12. Overview of Gift Card Purchases

12.1 Prohibited Transactions

12.1.1 The Gift Card cannot be used to obtain cash from the Trader. The Balance cannot be used to purchase a new Gift Card.

12.1.2 The Issuer may, on its own initiative or with the agreement of the relevant Trader, define the Purchase Transactions or the types of Purchase Transactions that cannot be paid for with a Gift Card.

12.2 Suspicious and abnormal financial transactions

12.2.1 A Purchase made with a Gift Card is considered a suspicious financial transaction if:

a) an abnormally large number of Gift Cards are used to make a single Purchase (more than 10 (ten)); or

b) the total amount of Nominal Value of the Gift

Cards exceeds EUR 2,000; or

c) the numbers of Gift Cards are consecutive or similar.

12.2.2 A Purchase made with the Gift Cards is considered to be a suspicious financial transaction if the transaction qualifies as abnormal according to the characteristics established in the laws and regulations of the Republic of Estonia.

13. REVIEWING GIFT CARD BALANCE

13.1 The User can view the Balance free of charge:

- at the Ülemiste Centre information point via the self-service kiosk installed for this purpose;
- on digital building plans
- by presenting the Gift Card to an employee of the Issuer;
- through the Ülemiste Centre website at www.ulemiste.ee/kinkekaart.

14. EXPIRY DATE OF GIFT CARD

14.1 The Gift Card is valid and may be used to make Purchases from the moment it is issued to the Customer.

14.2 The Expiry Date of the Gift Card is 12 (twelve) months of the date of issue. The Expiry Date of the Gift Card is indicated on the Gift Card.

15. INVALID GIFT CARDS

15.1 Gift Cards with at least one of the following characteristics will be deemed invalid: a) the Expiry Date has arrived; b) the Balance is EUR 0.00; c) the card is damaged; or d) the card is counterfeit or has indications of such.

15.2 Damaged or expired Gift Cards will be replaced by valid Gift Cards in accordance with clause 16.1.1 or 16.1.2 of the Rules.

15.3 The Gift Card will be deemed to be counterfeit if its Balance exceeds the Balance indicated on the card, if it does not correspond to the specimen of the Gift Card drawn up by the Issuer or if it bears other signs of counterfeiting.

15.4 Counterfeit Gift Cards will be declared invalid and the User will lose all User rights from the moment the counterfeit is detected.

16. REPLACING GIFT CARD

16.1 Replacing damaged Gift Cards

16.1.1 A Gift Card that has been mechanically damaged and therefore cannot be used to pay for a Purchase can be replaced with a new Gift Card, provided that the card number or magnetic stripe is legible. A Gift Card number is illegible if at least one of the numbers cannot be distinguished or clearly identified. Replacement of a damaged Gift Card may be requested from the Reseller prior to the Expiry Date of the damaged Gift Card.

16.1.2 If neither the Gift Card number nor the magnetic stripe is fully legible, such Gift Card will not be replaced with a new one.

16.1.3 The User will receive a new Gift Card, with the same Expiry Date as the card being replaced and the same Balance as the damaged Gift Card, within 5 (five) working days, at the latest, of receipt of the relevant request by the Reseller.

17. Replacing expired Gift Cards

An expired Gift Card can be renewed once for a period of one month, provided that less than 12 months have passed since the Expiry Date and less than 24 months since the date of issue.

18. Combining Gift Cards

18.1 Balances on two Gift Cards with less than 1 (one) month until the Expiry Date can be combined into one Gift Card.

18.2 Only Gift Cards with a minimum Balance of EUR 5.00 and a maximum Balance of EUR 500 can be combined.

18.3 Gift Cards can be combined with the Issuer, provided that the User submits

the Gift Cards to be combined to the Issuer together with a written request and pays the fee set out in the Price List of Services.

18.4 The Expiry Date of the new Gift Card will be the same as the Expiry Date of the former Gift Card, which will expire earlier, but not earlier than in 1 (one) month.

19. Complaints

19.1 Complaints must be submitted to the Issuer in writing, stating the name, personal identification number, contact telephone number, and address of the complainant, the number of the Gift Card, the transactions made with the Gift Card in respect of which the Complaint is made, as well as the grounds for the Complaint and the claim of the complainant.

19.2 All Complaints concerning the Gift Card and the transactions made with it must be submitted by the User to the Trader within 1 (one) month after the disputed transactions have taken place.

19.3 Complaints submitted after the time limit set out in these Rules will not be reviewed
, and any refusal to review them will not be subject to challenge or appeal.

19.4 The Issuer will review the Complaints submitted by the User within 10 (ten) working days of receipt of the Complaints and will send a written reply to the User.

20. Amendments to the Rules

20.1 Amendments to the Rules that change the scope of the Gift Card User's rights or impose new obligations on the Users are binding on all Users from the date of approval of the amendment to the Rules.

20.2 The Issuer will ensure that these Rules are available at the Issuer and on the website at www.ulemiste.ee.

21. PROTECTION OF PERSONAL DATA

The Issuer has the right to entrust the maintenance and operation of the Gift Card System and the processing of Customers' and Users' data to the System Providers.

22. INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS RELATED TO GIFT CARDS

22.1 The Issuer, its related entities, and the Issuer's contractors and related entities own the copyright in the design of the Gift Card and the right to use the trademarks, logos, and other distinctive signs displayed on the Gift Card. The delivery

of the Gift Card to the Customer and subsequent Users does not give the Customer or the User the right to reproduce the Gift Card in whole or in part, or to use the trademarks, logos or other distinctive signs of the Issuer, its associated persons and third parties indicated on the Gift Card.

22.2 The reproduction (duplication) of the Gift Card and the production of electronic tokens identical or similar to the Gift Card will be deemed an infringement of the Issuer's and other persons' copyright and other intellectual property rights and a criminal offence against the property of the Issuer and other persons, and the offender will be held civilly and criminally liable in accordance with the law.

22.3 Any modification, whether mechanical (physical), electronic or otherwise, of the information on the Gift Card or its magnetic stripe is prohibited. If any changes are detected in the information on the Gift Card or its magnetic stripe, the Issuer has the right to declare the Gift Card invalid and forward the cancelled Gift Card to law enforcement authorities.

23. PRIVACY POLICY

Ülemiste Centre is committed to protecting the privacy of its Customers and Users. Accordingly, we have created this Privacy Policy to govern the collection, use, disclosure, transfer, and storage of Customer information. Our online activities are in compliance with all relevant activities and relevant EU legislation and the laws of the Republic of Estonia. Take some time to read our Privacy Policy.

24. Collecting and using personal data

Personal data is data that Ülemiste Centre collects in the course of performing a contract with or contacting an individual.

Personal data of a loyal Customer may be collected in the following ways:

• when you provide us with your contact details (including your name, personal identification number, postal address, telephone number, email address, preferred method of contact) via our website or at the information desk;

• when storing a person's contact details or data relating to purchase preferences when making a purchase/order in our e-shop (Ülemiste Centre may ask for personal data and personal information in the areas of the website. The required personal data may include name, address, postal code, email address, telephone number, and other data).

25. Collecting other details

We may also collect information about aggregate Customer activity on our website. This data is aggregated and used to help us provide more useful information to our Customers and to learn which parts of our website, products, and services are of most interest to them. Aggregate data is treated as non-personally identifiable data in this Privacy Policy. We also use the personal data collected to deliver the goods and to fulfil our obligations to the Customer.

26. Protection of personal data

Ülemiste Centre takes all precautions (including administrative, technical, and physical measures) to protect the personal data of its Customers. Only

authorised persons have access to modify and process such data.

27. Security

All personal data of the Customer disclosed in the course of visiting the Ülemiste Centre e-shop and making Purchases will be treated as confidential information. An encrypted data channel with banks ensures the security of the buyer's personal data and bank transactions.

For any questions or concerns about our Privacy Policy or data processing, please contact us at info@ulemiste.ee.

28. APPLICABLE LAW AND JURISDICTION

28.1 The laws and regulations of the Republic of Estonia apply to these Rules.

28.2 All disputes related to the performance of these Rules and the Contract, which cannot be resolved by negotiation between the Customer or the User and the Issuer, will be settled at the discretion of the claimant, either by the court of the Republic of Estonia having jurisdiction over the registered legal address of the Issuer, or by the Issuer's out-of-court settlement committee.

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Price List of Services of Electronic Gift Cards

Service	Fee
Charging Electronic Gift Cards	free of charge
Commission fee for Purchases made with Electronic Gift Cards	free of charge
Viewing the Balance of Electronic Gift Cards (at the information points of shopping centres and via websites)	free of charge
Extending the period of validity of Electronic Gift Cards	free of charge (up to one year after the Expiry Date for one month)
Replacing damaged Electronic Gift Cards	free of charge
Maintenance fee* of Electronic Gift Cards / for expired Electronic Gift Cards	0.90 EUR / month
Combining Electronic Gift Cards	EUR 2.00
Additional services	
Packaging of Electronic Gift Cards (envelope, box)	Price specified by the Issuer

*/ EUR 0.90 will be deducted on the first day of each month until the card Balance reaches EUR 0.00. If, after the 36th month of the date of issuance of the card, the Balance of the card is not EUR 0.00, the entire remaining Balance of the card will be deducted with the next fee.

Find out more about the Terms and Conditions of the Gift Card here