

	Akciju sabiedrība “VIRŠI-A”	J_028_N_2
	Terms of loyalty programme	14.05.2026.

1. Definitions

VIRŠI

Joint-Stock Company “VIRŠI-A”, unified registration No. 40003242737, registered address: Kalna iela 17, Aizkraukle, Aizkraukle Rural Territory, Aizkraukle Municipality, LV-5101, Latvia.

PROGRAMME

Loyalty programme implemented and offered by VIRŠI to its customers – the Participants of the Loyalty Programme.

APP

Free mobile application of VIRŠI developed for the Participant to follow the Programme offers available to them. The App is available on the App Store and Google Play store app download platforms.

TERMS

This document. The Terms lay down the rights, obligations and other provisions related to participation in the Programme.

PARTICIPANT

The VIRŠI customer, participating in the Programme in accordance with these Terms.

WEBSITE

VIRŠI website where you can register for the Programme, located at the web address www.virsi.lv.

PROFILE

An individual Participant’s account created by the Participant, available on the Website or by using the App. Individual offers are available to the Participant in the Profile. The Participant in the Profile may manage his/her personal data, as well as perform other activities in accordance with the functionality of the Website or the App.

IDENTIFIERS

Ways in which the customer can identify himself/herself as a Participant of the Programme and which ensure participation in the Programme and the use of its benefits. The Identifiers are as follows:

- Card – the plastic card of the Programme with a magnetic stripe, issued to the Participant of the Programme;
- App – VIRŠI mobile application allowing scanning of the QR code in the card reading terminal;
- The bank card of the Participant attached to the loyalty card of the Participant at the POS terminal of a VIRŠI station.

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PARTNER

The cooperation partner of VIRŠI, cooperating with VIRŠI within the framework of the Programme and offering various benefits to the Participants at its points of sale or the provision of services. The current list of Partners and their offers is available in the Participant's Profile.

PRIVACY STATEMENT

The Privacy Statement of the Programme, providing information about the processing of the Participant's personal data within the Programme. The Privacy Statement is available on the Website and the App and is an integral part of the Programme Terms. If the Participant accesses his/her Profile through the App, the privacy statement of the App shall also form an integral part of the Privacy Statement.

2. General Terms and Conditions

2.1. These Terms form an agreement between VIRŠI and the Participant on participation in the Programme (upon registration for participation in the Programme, the VIRŠI customer becomes a Participant of the Programme). By participating in the Programme, the Participant is given the opportunity to receive benefits in accordance with these Terms. This agreement is separate from other transactions that may be entered into between VIRŠI and the Participant (for example, the Participant's purchases at VIRŠI fuel stations).

2.2. These Terms govern the Participant's participation in the Programme, the benefits of the Programme, the main rights and obligations of the parties, as well as other provisions.

2.3. Before participating in the Programme, the Participant must read these Terms and the Privacy Statement and confirm that the Participant has familiarised himself/herself with them. The VIRŠI customer may choose whether he/she wants to become a Participant of the Programme.

2.4. The Programme is designed to provide advantages and benefits to both VIRŠI customers and the business. These include enabling Participants to purchase products on better terms, granting them discounts, organising sales promotions, motivating existing VIRŠI customers to shop at VIRŠI fuel stations and attracting new customers, maintaining long-term relationships with customers, getting to know and understanding their needs and desires, as well as providing other benefits.

2.5. The main purpose of the Programme is to provide personalised offers to the Participant to fulfil the obligations of the agreement. In order for VIRŠI to provide such offers to the Participant, it is necessary to perform profiling of the Participant's personal data, i.e., process the Participant's personal data (for example, purchase history, frequency and location, geographical area of location, gender, date of birth, etc.). For example, depending on the Participant's date of birth, VIRŠI may offer the Participant a special offer on their birthday. Personalised offers can be viewed in the Participant's Profile and in other ways in which the Participant wishes to receive said information (via text message, e-mail, social networks and otherwise). More information about profiling is available in the Privacy Statement.

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2.6. VIRŠI shall be entitled to unilaterally change these Terms, as well as terminate the Programme and its benefits in whole or in part. No later than 15 days prior to the effective date of the change, VIRŠI shall provide the notification of changes or termination of the Programme on the Website and/or VIRŠI fuel stations, and/or on the App, and/or by posting information in the Participant's profile, and/or by sending it to the e-mail address specified by the Participant, and/or via other communication channels (for example, social networks, etc.).

2.7. The Privacy Statement shall form an integral part of these Terms, and the Participant shall be notified thereof prior to participating in the Programme.

3. Benefits of the Programme

3.1. Personalised offers.

Personalised offers are the offers made to the Participant that are developed on the basis of the data provided by the Participant and the data obtained by VIRŠI from the Participant's behaviour (for example, purchase history, fuel station where purchases were made, etc.). For example, within the framework of personalised offers, the Participant may be offered discounts from time to time for a specific product or group of products sold in the VIRŠI stores. The frequency of personalised offers is determined by VIRŠI and is subject to change. The Participant can view the current personalised offers in his/her Profile, on the Website or in other communication channels selected by the Participant. If the Participant has agreed to the use of location data when using the App, personalised offers may be prepared based on the Participant's actual location and shall be notified on the App.

In order to use the personalised offers, the Participant must identify himself/herself using any of the Identifiers when making a purchase at a VIRŠI fuel station.

3.2. Accumulated and free products.

VIRŠI shall be entitled, but not obliged to offer this benefit of the Programme to the Participant and it may be of a fixed term (short term).

When purchasing specific products at fuel stations, the Participant accumulates them. By accumulating a certain number of products of VIRŠI, the Participant gets an opportunity to receive one product free of charge.

The Participant can view the list of current products to be accumulated and the conditions for receiving free products in the Profile, as well as in advertising materials at VIRŠI fuel stations.

If any of the products to be accumulated and/or free products changes, VIRŠI may unilaterally replace that product with another equivalent product.

In order to accumulate products, the Participant must identify himself/herself using any of the Identifiers when making a purchase. The Participant can see the number of accumulated products on the purchase receipt, in his/her Profile or on the Website. When a specified number of products have been accumulated, the Participant shall receive a notification on the receipt, in his/her Profile or on the

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Website that he/she can receive one product free of charge. The Participant can only accumulate one free product and start accumulating the next after using the previously accumulated product. The Participant may receive the free product at VIRŠI fuel stations within 30 days of receiving the relevant notice. After 30 days, this offer is no longer available, is automatically deleted and shall not be reimbursed to the Participant of the Programme.

3.3. Birthday offers.

On a birthday and for a certain period before and after the birthday of the Participant, VIRŠI may grant the possibility to the Participant to buy certain goods at a discount at VIRŠI fuel stations. In order to obtain such a discount, the Participant must identify himself/herself using any of the Identifiers when making a purchase at VIRŠI fuel stations. Information about the list of goods to which such a discount is applied, its amount and the period in which this discount is applied is available in the Participant's Profile on the App or Website and is subject to change. Such benefit of the Programme will be ensured for a specified period of validity of the Programme (which may be limited to a specified period of applicability) and details of such benefit will be available in the Participant's Profile or on the Website and are subject to change.

3.4. Offers by Partners.

In order to make the Programme more advantageous for the Participant, VIRŠI cooperates with Partners. As part of the cooperation, Partners may make special offers to the Participants. Information about Partners and their offers is available in the Participant's Profile or on the Website. Partner offers can be used by presenting the Identifier to the Partner (presenting one of the Identifiers for visual recognition). By using the Partner offers, the Participant is bound by these Terms of the Programme. The list of partners is subject to change. Such benefit of the Programme will be ensured for a specified period of validity of the Programme (which may be limited to a specified period of applicability) and details of such benefit will be available in the Participant's Profile or on the Website and are subject to change.

3.5. Special Games and Lotteries.

VIRŠI may organise various games and lotteries. Information about games and lotteries is available on the App and on the Website. If the Participant wishes to participate in the lotteries and/or games of goods and/or services organised by VIRŠI, the fields "name", "surname", "year of birth" and other fields indicated in the Profile must be filled in, as well as an indication made in the relevant field that the Participant wants to participate in games and lotteries of goods and/or services. If the Participant has not performed the above activities, he/she shall not be able to participate in games and/or lotteries.

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A Participant who uses the Identifier and has performed the activities specified in this clause when purchasing the relevant product or service, shall be included in the number of participants in the relevant game or lottery.

3.6. Digital stickers.

The digital sticker is an electronic sticker that is issued to the Participant when making purchases at VIRŠI fuel stations and using the Identifier during the specified promotion period.

VIRŠI periodically organises promotions during which Participants, who use the Identifier at the time of purchase, may obtain a digital sticker if the terms of the specified promotion are met. Stickers are virtually awarded based on the amount of the final purchase receipt after all discounts have been applied. Once a certain number of stickers has been accumulated, the Participant is granted the right to purchase a certain product of the special promotion, in accordance with the terms and conditions of the promotion. The Participant can see the number of accumulated digital stickers in his/her Profile, on the Website or a purchase receipt.

Information about the promotions and their terms, as well as the goods that can be purchased at a discount, by accumulating the required number of stickers, the amount of the discount and other information, is available at VIRŠI fuel stations, on the VIRŠI App and on the Website.

3.7. Being informed.

The Participant may express a wish to receive information about offers, campaigns, lotteries, personalised offers, fuel station opening offers and other information from VIRŠI via various communication channels (for example, text message, e-mail, social networks, push notifications, etc.). The Participant may specify communication channels at the time of registration in the Programme or later in his/her Profile or on the Website.

4. Participation in the Programme

4.1. Registration.

Only individuals who are at least 16 years old can participate in the Programme.

There are three ways to register for the Programme:

- by the VIRŠI customer downloading the App to his/her smart device;
- by registering on the Website as a Participant of the Programme;
- by receiving the VIRŠI loyalty card at a VIRŠI fuel station.

In any of the registration methods, the VIRŠI customer must complete a questionnaire, with information in all the required fields marked with an asterisk ("*"). The information must be accurate, current and correct. If the customer does not fill in the required fields, he/she cannot become a Participant of the Programme.

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If the customer does not fill in the optional fields, registration is still possible. The customer is informed about successful registration at the end of the process.

All information about the processing of the Participant's personal data during the registration process and participation in the Programme can be read in the Privacy Statement.

Upon successful registration of a Participant in the Programme, a Profile will be created for the Participant and the Participant will be able to access and enjoy all the benefits of the Programme as set out in these Terms.

If the customer already uses the VIRŠI loyalty card before registering for the Programme, during the registration process on the App or on the Website, the customer can indicate the number of this card and thus the discounts that were available to the customer before registering for the Programme shall be fully or partially retained. The card can also be added later in the “My Profile” section of the Participant's Profile.

When registering for the Programme, the Participant in the POS terminal of the fuel station can attach his/her bank payment card as an Identifier. In the future, when paying for purchases with this bank card, the payment system shall recognise the Participant and give him/her the accumulated free products (if such benefit is provided), discounts or other offers in accordance with the terms of the Programme. The Participant can also attach the bank card later in the payment terminal of the VIRŠI fuel station.

The Participant may independently in his/her Profile review the offers, change, update, supplement or delete his/her data specified at the time of registration and after registration. The Participant cannot change the phone number and date of birth after the first registration. The Participant can make changes to this data by deleting the existing Profile and creating a new one.

4.2. Customer Service Centre.

The Participant may contact VIRŠI in the following ways:

- by calling the number of the customer service centre +371 80 700 070 from the telephone registered in the Programme;
- by writing to the e-mail info@virsi.lv, indicating the information that allows identification of the Participant as a participant of the Programme;
- by writing to the address: Kalna iela 17, Aizkraukle, Aizkraukle Rural Territory, Aizkraukle Municipality, LV-5101, Latvia;
- by communicating on social networks and other platforms administered by VIRŠI.

4.3. Loss or damage of the Card.

If the Participant has lost or damaged any of the Identifiers – the loyalty card or the bank payment card attached to his/her profile – the Participant may delete his/her loyalty card on the App or on the Website in the section of his/her profile, while the bank card can be blocked, by contacting VIRŠI.

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If in the event of loss of the Identifier, the Participant fails to delete the information on the lost/damaged card in his/her Profile, VIRŠI shall not be liable for the use of the Participant's Profile, including the accumulated products.

4.4. Termination of participation in the Programme.

4.4.1. The Participant can terminate participation in the Programme by either:

- deleting his/her Profile on the App or on the Website in the section "My profile" – "Manage my profile information";
- without using his/her Profile for 1 (one) calendar year from the last day of the Participant's authorisation in the Programme and without performing identification in VIRŠI fuel stations by means of an Identifier. In this case, participation in the Programme is terminated, and the Participant's Profile is automatically deleted without notice. All the Participant's data is anonymised and subsequently deleted subject to the exceptions specified in the Privacy Statement;
- if the Participant submits a written application regarding the wish to terminate participation in the Programme and sends it according to the contact information specified in these Terms.

4.4.2. VIRŠI may terminate a Participant's participation in the Programme in the following ways:

- The Profile may be blocked without a separate notice, but the Participant's participation in the Programme shall be permanently terminated if the card or any of the Identifiers and/or the Profile is used by the Participant in violation of these Terms. For example, the Participant illegally uses the card and/or the Profile that does not belong to him/her, otherwise tries harming the stability, security of the Programme, Profile, App or the Website or the interests of other Programme participants;
- if VIRŠI decides to terminate the Programme and gives notification of the termination of the Programme in accordance with the procedures provided for in the Terms;
- if a Participant objects to the terms set out in the Privacy Statement in whole or in part and as a result (at the discretion of VIRŠI) it is not possible or difficult to ensure the Participant's participation in the Programme.

5. Rights and obligations of the Parties

In addition to the rights and obligations of the Parties specified in other sections of these Terms, the Parties also have the following rights and obligations:

5.1. VIRŠI:

- shall ensure the functionality of the Programme as described in these Terms;
- shall provide benefits to the Participants, as per these Terms;
- may unilaterally change the Terms;

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- shall comply with all applicable laws and regulations, fulfilling its obligations specified in these Terms;
- may exclude a Participant from the Programme if the Participant violates the Terms.

5.2. The Participant:

- shall only provide correct and accurate data, and immediately update the data and information if it changes or any inaccuracies are identified;
- shall be responsible for ensuring that access to their data (e.g., telephone number) or the device on which their data are stored (e.g., telephone, computer on which their Profile is stored) is restricted or deleted in the event of a change; the Participant undertakes to treat their data and the Profile that contains them responsibly;
- shall only use the card and the Profile himself/herself and shall not allow other persons to use it;
- shall comply with the requirements of the laws and regulations and not violate the rights of other natural and legal persons by participating in the Programme;
- shall act in good faith in all cases, not abuse any of the benefits offered to the Participant under the Programme, without attempting to circumvent the terms of the Programme in order to obtain additional benefits.

6. Final Provisions

6.1. These Terms shall be interpreted in accordance with the laws and regulations of the Republic of Latvia. All disputes relating to these Terms or the Programme shall first be solved by way of negotiations. If the Parties fail to reach an agreement, disputes shall be settled in accordance with the procedure determined by the laws and regulations of the Republic of Latvia.

6.2. If any provision of these Terms is found by a court or any other competent institution to be partially or wholly invalid or unenforceable, other parts of these Terms shall remain enforceable and binding.

6.3. These Terms shall enter into force on the date of signing.

6.4. Upon the entry into force of these Terms, the terms of the loyalty programme of AS "VIRŠI-A" dated 4 August 2023 shall become null and void.