



# REGULATIONS OF THE PROVISION OF TELECOMMUNICATIONS SERVICES BY VIKINGCO POLAND SP. Z O.O. TO USERS

valid from 30.04.2016

## § 1. SUBJECT-MATTER OF REGULATIONS

The Regulations set out the principles for the provision of Telecommunications Services to Users by a company operating under the name of VikingCo Poland spółka z ograniczoną odpowiedzialnością, seated in Wrocław at ul. Tęczowa 13 room 210, 53-601 Wrocław, entered in the business register kept by the District Court for Wrocław Fabryczna, VI Commercial Department of the Polish Court Register, under KRS number: 000022284492, with tax identification number [NIP]: 897-17-93-639, REGON 022284492, hereinafter referred to as the "Operator" or "VikingCo Poland". The Operator runs telecommunications business based on an entry in the register of telecommunications businesses (entry no. 10691).

## § 2. DEFINITIONS

The terms used herein have the following meaning:

**ADRUM** – Alternative International Roaming Service Provider in the European Economic Area ("EEA").

**Activation** – action taken by the User involving the acquisition of SIM card as a result of prepayment for Telecommunications Services and the introduction of a unique activation code supplied by the Operator in Internet User Account. For numbers transferred from another operator, the SIM/USIM card activated on the day of transfer.

**Deactivation of the SIM/USIM card** – the state, in which, a given SIM/USIM card is irreversibly blocked from allowing the User to use any and all Telecommunication Services.

**ISP** - Internet Service Provider.

**Top-up prepaid card** - a code, hidden behind a removable substance and printed on a special card, which allows the betterment of the account that is assigned to a SIM/USIM card.

**USSD code** - (Unstructured Supplementary Service Data) a means of communication between a mobile phone and certain elements of the Telecommunications Network, initiated directly by the Subscriber/User, with the use of the phone's keyboard, by inputting a correct sequence of characters.

**Tariff** – tariff of VikingCo Poland sp. z o.o.'s Telecommunications Services, constituting a list of Telecommunications Services and other services provided by the Operator, together with a specification of the types and amounts of charges and charge calculation rules.

**Top-up** – increasing the limit of credit units as a result of prepayment for Telecommunications Services.

**Password** – a confidential string of characters provided by the User while creating the Internet User Account and used to log in to it.

**Help Desk** – people in VikingCo Poland's organizational structure whose task is to provide Users with help and information, sale of services, performing activities related to transfer of the telephone number.

**Internet User Account** – a set of functions, data and settings for User, available on the Website, requiring a password and User's e-mail.

**Remote Channels** – means of electronic communication allowing for the exchange of information between a User and the Operator at a distance, particularly e-mail, SMS, and also the Operator's website.

**SIM card** – a card with a microprocessor owned by the Operator, made available to a User by the Operator, meeting the requirements of the Operator's Telecommunications Network and conditions set out in the technical specification for SIM cards, allowing the Telecommunications Services provided by the Operator to be accessed, and with which the following are connected: MSISDN number, personal identification number – PIN code and unlock code – PUK code.

**PIN Code** (personal identification number) – personal digital code enabling a User to clearly identify itself when accessing the Telecommunications Services.

**PUK Code** (personal unlock key) – personal digital code lifting a PIN Code block.

**Declared speed** – the speed given by the ISP in advertisements because of the promotion, sale or the provision of the Service.

**Maximum speed** – the speed given by the ISP for a specific Service. It is a maximum speed that may be achieved without overloading the network to the Service's provision in the technology used by the ISP.

**Telecommunications Entrepreneur P4 LLC** – the telecommunications entrepreneur, that the Operator buys telecommunication services from by wholesale, which is P4 LLC located in Warsaw, ul. Taśmowa 7, 02-677 Warszawa.

**Force majeure** – an external event of extraordinary nature, independent of both the Operator and the Subscriber/User, that cannot be prevented with the assurance of the highest degree of care and conduct, especially: wars, natural disasters and the like.

**Starter Pack** – A SIM/USIM card with a selected Top-up.

**Limit of credit units** – the amount or duration of the calls, SMSes, data packet in GB or other units used to measure the amount of Telecommunications Services, that can be implemented within a specified period.

**MSISDN number** – (Mobile Station International Subscriber Directory Number) – the number of User's mobile network (colloquially: phone number). MSISDN number is stored on the SIM card.

**Incoming calls term** – number of calendar days specified in the Tariff counted from the last Top-up of a given value during which a User may top-up his account, receive calls, contact the Help Desk and emergency numbers or perform other tasks specified in the Tariff.

**Outgoing calls term** – number of calendar days specified in the Tariff counted from the last Top-up of a given value during which a User may initiate a phone calls.

**Last day of User's account term** – last day of the Incoming calls term.

**Promotional Offer** – document containing the terms and conditions for the provision of Telecommunications Services other than those specified in Regulations and the Tariff.

**Foreign Operator** – Telecommunications Network operator based and operating outside the borders of the Republic of Poland.

**Package** – specified number of credit units in a given account Top-up.

**Telecommunications Law** – Telecommunications Law of 16 July 2004 (Journal of Laws no. 171 item 1800 as amended).

**Regulations** – current document.

**Number registration** – voluntary provision of personal information such as PESEL number, ID number and in the case of company tax identification number NIP or company registration number REGON in order to register a phone number to the specified person or company.

**Telecommunications Network** – telecommunications network within the meaning of the Telecommunications Law, used by the Operator to provide the Telecommunications Services.

**Website** – Mobile Vikings website, available under the domain [www.mobilevikings.pl](http://www.mobilevikings.pl).

**Telephone** – an electronic device enabling use via a SIM card of the services provided by the Operator, having the relevant document or mark of compliance with applicable laws, approved for use in the Telecommunications Network.

**Data Sharing** – User's activity involving the provision of personal and address information needed to send the ordered SIM card and for the purposes set out in these Regulations when setting up an Internet User Account and / or registration number.

**Contract** – a contract on the provision of Telecommunications Services concluded with VikingCo Poland by activating the SIM card in the phone, on the basis of which VikingCo Poland undertakes to provide Telecommunications Services to the User in accordance with the Regulations.

**Telecommunications Service** – a service within the meaning of the Telecommunications Law, provided to a User by the Operator.

**User** – a natural person, legal person, entity without legal personality, which is not a party to a written Contract, concluded a Contract with the Operator through Activation and uses the Operator's services by using a SIM/USIM Card.

**VikingCo Poland** – VikingCo Poland sp z o.o. seated in Wrocław at ul. Tęczowa 13/210, 53-601 Wrocław, entered in the business register kept by the District Court for Wrocław Fabryczna, VI Commercial Department of the Polish Court Register, under KRS number: 0000484436, with tax identification number [NIP]: 8971793639 and REGON number: 022284492, share capital of PLN 11 244 200.

**Use-up** – use by a User of a specified number of credit units from a Package.

### **§ 3. CONTRACT, DATA SHARING, CHANGE OF USER**

1. The Contract becomes concluded upon Activation. The Contract is concluded for a non-fixed term unless the parties agree otherwise.
2. A User when ordering the SIM card is entitled to share its data with the Operator in order to receive information and notifications in cases specified in the Telecommunications Law.
3. A User who sold SIM card is obliged to notify VikingCo Poland thereof without delay with an indication of the data of the acquirer of the SIM card.
4. The Operator may refuse to accept data made available by a User or may demand documents specified by the Operator and explanations from the User if there is any doubt that the information contained on the Data Access Card is correct or if the User uses the services contrary to the Rules.
5. A User may Top-up its account by taking the actions indicated by the Operator (given on the Operator's Website and in the Operator's information materials), particularly by sending an SMS with the content specified by the Operator.

### **§ 4. SCOPE OF SERVICES**

1. The Operator provides voice services, video connections, SMS, MMS, data transmission and additional services within the account Balance resulting from Top-up.
2. The Operator provides services within the technical capacity of the Telecommunications Network of the telecommunications company P4 sp. z o.o. and allows Users to use the telecommunications networks of other domestic and foreign operators.
3. A list of the domestic and foreign operators referred to in section 2 above and a list of countries is available in the tariff of VikingCo Poland services.
4. If use is made of access to the networks and services of other operators, the principles on settlements and quality of the Telecommunications Services provided (independent of the Operator) can differ from those applied by the Operator.

5. The Telecommunications Services and other services provided by the Operator together with charges and charge calculation principles and also the costs of maintenance services are set out in the Tariff.
6. The Tariff and the Regulations are available at a Website.
7. The Operator provides Telecommunications Services within the existing technical capacity and of a quality that complies with ETSI (European Telecommunications Standards Institute) standards.
8. The minimum offered quality of voice services corresponds to a MOS indicator of 3.0 for 95% of model voice samples. The MOS (Mean Opinion Score) indicator is defined by ITU-T (ITU Telecommunication Standardization Sector of the International Telecommunication Union) on a scale of 1 to 5, where particular values have the following meanings 1 = bad, 2 = poor, 3 = fair, 4 = good, 5 = excellent.
9. The Telecommunications Services are provided 24 hour a day, 7 days a week.
10. The Operator is constantly developing the scope of the Telecommunications Services available to Users. The services available in places in which it is possible to use the Operator's Telecommunications Services may differ slightly.
11. After the incoming call validity Period, access to the information contained on the SIM card may be blocked. (Deactivation of the SIM/USIM card).
12. On the Internet User Account, the Operator supplies the detailed list of the Telecommunications Services provided valid from a previous day.
13. At the request of the User, the Operator will supply the detailed list of Telecommunications Services provided covering the Telecommunications Services performed from a previous day in electronic or paper form sent by standard mail to the correspondence address given by the User. In the case of paper form a charge may be collected in the amount specified in the Tariff.
14. The Operator provides free calls to emergency numbers.
15. There are the following restrictions on making calls to emergency numbers:
  - a) if 9XX emergency numbers (where X is other digits defined in the domestic dialling plan for special emergency numbers) are busy, the Operator may redirect the call to the 112 emergency number;
  - b) if a call to an emergency number made from a given administrative area (province, municipality) via a base station in a neighbouring geographic area (this could happen if a given geographic area does not overlap with the range of the base station on this area), the call may be redirected to a unit in this neighbouring geographic area.
16. If a User makes calls to emergency numbers the Operator compiles data on the location of the Telephone. In other cases, location data are compiled solely with the User's prior consent.

17. Restrictions on access to or use of services or applications can be found in the rules of Promotional offers or special rules for using these services or applications if the Operator has introduced such restrictions.
18. Subscribers using Internet access services can regularly control the status of data transmission units by contacting the Help Desk, USSD codes and on the Website. When data transmission units have been used up, the Operator will inform the User thereof without delay by SMS.
19. The Operator does not guarantee that the User shall achieve the maximum or declared download/upload data transfer speed. The technical parameters while downloading and uploading, that the Users may achieve at different locations may differ.
20. The technical factors that affect the actual speed of data transfer are: the settings of the Subscriber's/User's mobile phone, the technology of data transfer, that the Subscriber/User currently uses (EDGE, HSPA+, HSPA, 3G/UMTS, 4G, LTE), current load on the transmitter, the strength of the signal received from the transmitter. While using the Internet in national roaming, the maximum speed of transfer may depend on agreements between the operators and the settings of proxy network elements.
21. Detailed records concerning the Maximum Speed, and also the factors affecting the actual speed of data transfer can be found in respective Regulations of Services and Promotional Offers, in which the Subscribers are given a possibility to use Packages of fast data transfer.
22. Information on potential threats related to the Telecommunications Services provided, including information on methods of protection security and privacy, is published on the Website.
23. The Operator may take proportionate and justified measures to ensure security and integrity of the Telecommunications Network and Telecommunications Services, and is particularly entitled to:
  - a) eliminate the sending of messages that threaten security and integrity of the Telecommunications Network and Telecommunications Services;
  - b) terminate or limit the provision of Telecommunications Services at the end of the Telecommunications Network from which messages are sent that threaten the security of the Telecommunications Network or Telecommunications Services.
24. Information on:
  - potential threats related to use by Users of the Telecommunications Services;
  - recommended safety measures and the most popular methods of safeguarding telecommunications terminal equipment against malicious software or spyware;
  - example consequences of absence of or inappropriate safeguards for telecommunications terminal equipment are available on the UKE website: <http://www.uke.gov.pl/>

Information about methods of protecting security, privacy and personal data during use of public

Telecommunications Services is available on the UKE website: <http://www.bip.uke.gov.pl/>

## **§ 5. CHARGES**

1. A User may make non-cash Top-ups by taking the steps indicated by the Operator on the Website.
2. Charges for the Telecommunications Services are calculated as follows:
  - a) charge for sending an SMS concerns the length of one SMS. The length of one SMS sent by Telephone (GSM or UMTS), according to ETSI (European Telecommunications Standards Institute) technological standards, is set at no more than 160 characters. When sending one SMS containing more than 160 characters or more than 1120 bytes of text, data are divided into the appropriate number of SMS each of which is burdened with an individual charge in accordance with the Tariff. When using a Telephone that encodes Polish characters by way of UNICODE, one SMS may contain fewer than 160 characters,
  - b) charge for sending MMS multimedia messages is calculated for each started 100 KB of message. The maximum size of one MMS is 300KB,
  - c) charge for domestic calls is calculated for each started second at 1/60 of the rate for one minute of connection rounded up to the nearest grosz,
  - d) charge for sending data in the country is calculated for each started 100 KB,
  - e) charge for outgoing calls in international roaming within the Euro Zone and from the Euro Zone to Poland lasting 30 seconds is calculated at half the minute rate and then for each second at 1/60 of the minute rate,
  - f) charge for incoming calls in international roaming in the Euro Zone is calculated for each connection second at 1/60 of the minute rate,
  - g) charge for data transmission in the Euro Zone is calculated for 1 KB at 1/1024 of the rate for 1 MB. In other zones the charge is calculated for 100 KB at 100/1024 of the rate for 1 MB,
  - i) charges for sending and receiving data take place in one session,
  - j) calls to the Help Desk are charged in accordance with the Operator's tariff.

## **§ 6. USER'S OBLIGATIONS**

1. A User undertakes:
  - a) not to take any steps leading to or that could lead to disruption in the work of active devices connected to the Operator's Telecommunications Network or information and communications networks and the Internet,
  - b) not to direct without the Operator's consent to the Telecommunications Network or networks of other telecommunications businesses using any telecommunications devices using a SIM/USIM card

received by the User traffic coming from other telecommunications networks; connections made using terminal equipment intended for connecting to a fixed network or operating on a similar principle (hereinafter referred to as FCT Devices) in which SIM cards will be used operating in the Telecommunications Network requires the prior written consent of the Operator,

c) to use the services in accordance with the law.

2. A User undertakes to safeguard the SIM card against theft, destruction, damage, loss or mislaying it in any other way. The User is responsible for the effects of a SIM card being used by third parties or for third parties exercising the rights laid down in the Regulations and for the effects of third parties knowing the PIN Code, PUK Code or Password.
3. A User should immediately contact the Help Desk and give notice of mislaying, theft, destruction or loss in any other way of the SIM card.
4. The Operator, after receiving the information from a User referred to in section 3 above will immediately block the SIM card in a way preventing use of the services provided by the Operator.
5. A User referred to in section 3 above undertakes to send in writing and by electronic means by sending e-mail confirmation of mislaying, theft or loss of the SIM card. The notification should be sent from a registered email address with the full name and date of birth of the User and telephone number. The Operator is entitled to check the data given by a User.
6. The Operator is not liable for any damage incurred by a User due to the User failing to meet the obligation specified in section 5 above.
7. Liability for the effects arising from use by third parties of a lost or stolen SIM card caused by failure to report or confirm these facts in the manner specified in section 5 to the Help Desk is borne solely by the User.
8. In the cases listed in section 3 a User may exchange a SIM card on the terms and conditions laid down in the Tariff.

## **§ 7. OPERATOR'S OBLIGATIONS**

1. The Operator undertakes to provide the User with the services on the terms and conditions laid down in the Regulations and the Contract.
2. A SIM card issued to the User is the property of the Operator until the services cease being provided.
3. The Operator undertakes to accept data Shared by a User on the terms and conditions laid down in § 3 of the Regulations.
4. The Operator undertakes to accept and examine complaints on the terms and conditions laid down in § 8 of the Regulations.



## § 8. COMPLAINTS

1. Subscriber using the Services may file a complaint regarding the failure to meet the date of commencement of the service provision specified in the Contract, quality of Services or the fees charged by the Service Provider.
2. The subject-matter of the complaint may be:
  - a) failure to meet the date of commencement of the service provision specified in the Contract, caused by the Service Provider.
  - b) non-performance or improper performance of services,
  - c) improper calculation of amounts due for services provided,
3. A User should indicate or attach documents and other evidence being in its possession which justifies the claim.
4. The Operator is not responsible for any interruption in the provision of the services or the poor technical quality of services, due to circumstances of force majeure or overload of Telecommunication Network.
5. A complaint may be filed within 12 months from the last day of the Settlement Period which ended the brake in service provision or from the date on which the Telecommunications Service were improperly performed or should have been performed, or from the date of receipt of the invoice containing the incorrect calculation of services. A complaint filed after the above deadline will not be examined and the Operator will notify the User thereof without delay.
6. A complaint may be filed:
  - a) in writing - in person during a visit to the headquarters of the Operator or by standard mail,
  - b) orally - by telephone in Help Desk or in person during a visit to the headquarters of the Operator.
  - c) electronically – with the use of means of electronic communication (e-mail: reklamacje@mobilevikings.pl).
7. Complaint should specify:
  - a) the full name or business name of the User together with its residence or registered office address;
  - b) the subject-matter of the complaint and a description of the complaint period;
  - c) the circumstances underlying the complaint;
  - d) the MSISDN number that the complaint concerns,

- e) if a User demands payment of compensation or other amounts due, the amount demanded and the number of the bank account or address to which payment should be sent or an application for the return of the amount demanded by increasing the account balance;
- f) legible signature of the User where a complaint is filed in writing.
8. In the event that the complaint filed by the claimant orally or in writing personally when visiting the headquarters of the Operator, does not meet the conditions laid down in the Regulations, the authorised person representing the Operator accepting the complaint is obliged, if he or she considers that it is necessary for the proper consideration of the complaint, to inform the claimant of the need to immediately supplement and informs the claimant that without supplements the complaint will not be examined. Incomplete complaints will not be examined.
9. In case the complaint filed in a form other than indicated above, does not meet the conditions specified in the Regulations, the Operator, if it considers that it is necessary for the proper consideration of the complaint, immediately calls the claimant to supplement, specifying the date, not less than 7 days and the scope of this supplement, with the instruction that without supplements the complaint within a specified period will not be examined. After the expiry of the deadline complaint shall be left unconsidered.
10. If the User did not specify the amount of damages or other claims arising from the Contract, and the right to compensation or reimbursement of other receivables and amount of compensation or reimbursement is not in doubt, the Operator treats the complaint as if this amount was specified.
11. If a complaint is filed personally by the User in the headquarters of the Operator orally or in writing, the authorised person representing the Operator accepting the complaint is obliged to immediately confirm its receipt.
12. If a complaint is filed in writing by standard mail, by telephone or electronically using electronic means of communication, the Operator is obliged within 14 days from the date of filing the complaint to confirm its receipt.
13. In acknowledgement of receipt of the complaint the Operator indicates the date of filing the complaint and the name, address and telephone number of the Operator's unit handling the complaint.
14. Examining a complaint within 14 days of it being filed releases the Operator from the obligation to confirm that a complaint was made.
15. The Operator will respond to a complaint within 30 days of filing.
16. A response to a complaint include:
- a) the name of the Department examining the complaint,
  - b) information on the date of the complaint,
  - c) decision to uphold or reject the complaint,

- d) if a User is entitled to compensation or other amount due – determination of an amount and time limit for payment or reimbursement or an indication that the amount of compensation or other charges shall be credited against future payments, as requested by the claimant,
- e) information about the exhaustion of the complaints procedure and the right to pursue claims in court proceedings, and in addition, if the claimant is the consumer about the right of redress in the mediation or arbitration,
- f) the identity of the authorized employee representing the Operator, giving his/her name, surname and position held.

17. When the Operator has not upheld the User's claim in whole or in part, a response:

- a) contains real and legal justification,
- b) shall be delivered to the claimant by registered mail - in case the response to the complaint is granted on paper.

18. The Operator confirms receipt of the complaint and shall respond to the complaint on paper.

19. With the consent of the claimant, expressed in the complaint, in the Contract for the provision of Telecommunications Services or in a separate statement, the Service Provider confirms receipt of the complaint and shall respond to the complaint in electronic form to the indicated e-mail address registered when creating an Internet User Account or use another means of electronic communication indicated by the claimant.

20. The provision of paragraph 18 shall not apply if a complaint was filed electronically with the use of electronic means of communication, the Operator confirms receipt of the complaint and shall respond to the complaint in electronic form to the indicated e-mail address or use another means of electronic communication indicated by the claimant. If the claimant does not indicate the e-mail address or other means of electronic communication, the Service Provider shall confirm the receipt of the complaint and shall respond to the complaint to the email address from which the complaint was sent, or by means of electronic communication used by the claimant to file a complaint.

21. If a response to a complaint sent by the Operator has not been delivered to the claimant, the Service Provider at the request of the claimant expressed in writing, orally or electronically, immediately retransmit this response, a duplicate or copy.

22. The claimant, in consultation with the Operator determines the way, form and the character in which a response to the complaint, a duplicate or a copy is to be transmitted. At the request of the claimant in the event of refusal to uphold the claim in whole or in part, the Operator again responds to the complaint, a duplicate or a copy by registered mail, regardless of the form in which a response to a complaint was originally sent.

23. Service Provider shall not be obliged to re-transfer to the claimant response to a complaint, a duplicate or copy, if the circumstances of the case clearly show that the response to a complaint has been already delivered.
24. If the subject-matter of a complaint is non-performance or improper performance of services or improper calculation of amounts due for services provided, the obligation to pay the questioned amount will be suspended from the moment the User files a complaint meeting the requirements laid down in sections 7 above to the moment the complaint is examined.
25. After receipt from the Operator of a response to a complaint in which the Operator has not upheld the User's claim in whole or in part, the User is entitled at its discretion to:
  - a) at any time take the matter to a common court or if the complaint filer is a consumer, it has the right to bring claims in mediation proceedings or before an arbitration court; or
  - b) file an appeal against the Operator's response to a complaint filed within 30 days of receipt of the response in the manner provided for filing complaints described in section 5 above.
26. The right for a User to claim compensation in court, mediation or arbitration proceedings for non-performance or improper performance of Telecommunications Services or other services is vested in the User after it has exhausted complaint proceedings. Complaint proceedings are deemed to have been exhausted when the User receives a response to the complaint in accordance with section 8 above.
27. If a complaint is upheld, the questioned amount is returned in accordance with the instruction set out in the complaint. If a complaint is upheld, the charge for the detailed list service paid for the month in which a telecommunications service was not performed or was improperly performed is returned to the User through Top-up unless the parties agree otherwise.

## **§ 9. CUSTOMER SERVICE**

1. The Operator will provide maintenance services for the services provided through the Help Desk.
2. Users may:
  - a) contact the Help Desk,
  - b) use after-sale services during the Help Desk's working hours.
3. User service may concern:
  - a) offered services and rules for the use of services, telephones' configuration service b) accepting complaints,
  - c) filling one-off and standing orders

d) pending promotions, special offers and loyalty offers.

4. Users' authentication is performed by verifying the email address provided when creating an Internet User Account User or phone number.

5. If the data of a User contained in the notification are not sufficient to identify or correctly service the User's notification, the Operator reserves the right to additional verification of User's data. Proper identification is essential to implement User service by Customer Service. Help Desk.

6. A User undertakes to take all due care to secure the confidentiality of its Password and also not to make its Password available to third parties. The User undertakes to notify the Operator without delay if it suspects that a third party has its Password. The User will bear full responsibility for the effects of a Password being made available to third parties.

7. The Operator may record calls with the Help Desk in order to document instructions given to consultants by the User and to provide User services.

## **§ 10. ROAMING SERVICES**

1. The Operator provides services in roaming, namely: outgoing/incoming roaming calls, sending SMS in roaming, data transfer in roaming as part of the State of the Account after the Top-up. Roaming services do not include premium rate services.

2. A User is entitled to a choose the international roaming services provided by ADRUM, other than VikingCo Poland sp. z o.o. provider of international roaming services within the European Economic Area ("EEA"), on condition that this Provider concluded the Contract with VikingCo sp. z o.o. for the resale of international roaming services. This right can be realized on the terms described below:

a) A User can free of charge and at any time during the term of this Contract choose ADRUM and use the services it provides;

b) In order to use the services of ADRUM you should contact directly the Provider. Information about ADRUM who concluded the Contract with the VikingCo Poland sp. z o.o. for the resale of international roaming services within the EEA is available on the Website.

c) If such information is not available it means that such Contract has not been concluded;

d) A User can free of charge and at any time during the term of the Contract for the provision of Telecommunications Services concluded with VikingCo Poland change ADRUM to another ADRUM;

e) The change of VikingCo Poland sp. z o.o. to ADRUM or ADRUM to another ADRUM is performed within 1 business day;

- f) The Provider, whose international roaming services are used by a User, is not required to provide these services when a User transferred MSISDN number from VikingCo Poland to another national operator;
  - g) If a User changed the Provider of international roaming services from P4 sp. z o.o. to another Provider, P4 Sp z o.o. does not charge any fees
  - h) Detailed information about the terms and conditions for making changes described above are indicated in the Regulations of Access to Alternative International Roaming Service Provider which is available on the Website.
  - i) In addition, the User via a SIM card can use data transmission of international roaming in the EEA offered by the local Foreign Operator, providing services in the country visited by the User, according to the offer of the Foreign Operator, if only such service is provided.
3. Roaming Services are provided 24 hour per day, 7 days a week.
  4. The quality and availability of roaming services in places, in which it is possible to use them, may slightly differ and is dependent on the visited network's operator, that thanks to the agreements with the Operator, allows the user to use them in roaming.

## **§ 11. EXPIRY AND TERMINATION OF A CONTRACT AND SUSPENDING A USER'S USE OF THE SERVICES**

1. A Contract expires due to the Operator losing the right to run telecommunications activity. In this case the Operator has the right to immediately cease to provide the Telecommunications Services to a User.
2. The Contract expires after the Last day of validity of the User's account.
3. The Operator may at its discretion terminate the Contract at any time with immediate effect (without warning the User beforehand) or suspend performance of the Telecommunications Services without compensation for the User if:
  - j) events of force majeure occur or other events of an extraordinary nature independent of the Operator which prevents or in another material way hinders the provision of the Telecommunications Services and other services;
  - k) the User gives untrue data when Sharing data;
  - l) the Operator's services are made available to other persons in order to obtain property benefits without the Operator's consent;
  - m) the User sends to the Operator's network or to the networks of other telecommunications businesses using any telecommunications devices, using the SIM card received by the User, traffic originating from other telecommunications networks without the operator's consent or if

connections are made using terminal equipment designed to connect to a fixed network or operating on a similar principle as FCT Devices in which SIM cards operating in the Telecommunications Network, without the prior written consent of the Operator;

- n) finding that a User uses a SIM card, uses a stolen telecommunications device or a device that does not have a mark of compliance with basic requirements;
- o) acting to the detriment of the Operator or using Telecommunications Services and Operator services contrary to the law or the Contract.

4. When terminating the Contract in the manner described in section 3 above, the Operator will notify the User thereof by sending an SMS, electronic mail to the email address given by the User, including that given in the Data Access Card.

5. On the day the Contract is terminated or expires, the Operator will cease to provide the User with Telecommunications Services and other services and will also deactivate the SIM card of the User.

## **§ 12. PROTECTION OF PERSONAL DATA AND TELECOMMUNICATIONS SECRECY**

1. The Operator is the personal data controller within the meaning of the Personal Data Protection Act of 29 August 1997 (consolidated text: Journal of Laws no. 101 item 926 as amended).

2. Users' personal data are processed by VikingCo Poland in order to provide the services, to archive, and also to sell the Operator's products and service, and for marketing purposes undertaken independently by VikingCo Poland, or in cooperation with other entities, as well as for the purpose of economic analyses. A User's identification data may be placed with the User's consent in a subscribers' directory which may be issued in book or electronic form. These data may also be made available to other telecommunications businesses keeping a subscribers' directory or providing a telephone number information service, including a nationwide subscribers' directory, and information about numbers covering all subscribers of public telephone networks.

3. Users' personal data may be made available to co-operating entities, entitled authorities and business information offices and also – if necessary – institutions dealing with claiming amounts due, including businesses dealing with debt collection and trade in receivables and their attorneys.

4. The Operator will ensure exercise of the rights arising from the Personal Data Protection Act (Journal of Laws no. 1333 item 883 of 29 August 1997), i.e. it will particularly enable Users to access their own personal data and to correct it, supplement it, and demand that it be removed.

5. Any correspondence on matters related to the processing of the personal data of a User should be send to: ul. Tęczowa 13/210, 53-601 Wrocław, with a note "Personal Data".

6. In accordance with applicable provisions of law and within the limits of existing technical capacity, the Operator guarantees observance of telecommunications secrecy, except for cases where disclosure of information covered by telecommunications secrecy is admissible pursuant to provisions of law. The Operator will take all due care when safeguarding telecommunications devices, Telecommunications

Networks and personal data in the scope justified in technical and economic terms. To the extent required to provide the Telecommunications Services and other services to the User, the Operator is entitled to collect, record, store, develop, change, remove or make available data covered by telecommunications secrecy. If necessary to remove breakdowns or disruptions or if network maintenance or the provision of services is threatened, the Operator – after informing the persons participating in the call – is entitled to switch to a pending call or terminate the call.

7. Transmission data reflecting the Telecommunications Services provided by the Operator to the User, including location data, which means all the data processed by the Operator in the Telecommunications Network indicating the geographic location of the terminal equipment of the User using public Telecommunications Services, covers data concerning the transfer of messages in Telecommunications Networks or serving to calculate charges for Telecommunications Services.

8. The Operator processes transmission data reflecting the Telecommunications Services provided by the Operator to a User, including location data for the purpose of calculating charges for services and charges in respect of settlements between telecommunication businesses, and also – on the principles laid down in applicable provisions of law – for the purpose of marketing services or providing valueadded services. These data will also be processed for the purpose of carrying out business analyses. These data will be processed during the term of the contract on the provision of Telecommunications Services and furthermore, the Operator will process and store transmission data for the period indicated in provisions of law, subject to requirements on documentation of business activity (accounting documentation), and also in terms of performance by authorised bodies of tasks and obligations relating to defence, state security, safety and public policy, and also potential civil disputes concerning the contract on the provision of services or performance thereof.

9. The User may influence the scope in which its data is processed by specifying the scope of the Telecommunications Services provided on its request or the scope of its rights.

10. When using the services in the networks of roaming partners local principles on the storage and transfer of Users' data may be different from those applied in the Operator's Telecommunications Network.

11. The Operator reserves the right to regulate in detail any issues concerning data processing when providing electronically supplied services in separate regulations.

## **§ 13. FINAL PROVISIONS**

1. Any matters not regulated in these Regulations will be governed by the relevant provisions of the Civil Code and the Telecommunications Law together with implementing provisions.

2. The Operator may amend the terms of the Contract, including those set out in these Regulations. In this case the Operator will inform the User of the proposed amendments to the terms of the Contract, including those set out in these Regulations at least one month before the amendments come into force by publishing this fact and the wording of each proposed amendment on the Operator's Website and will deliver to a User that has shares its data the wording of each proposed amendment in writing or on the



User's request – by email to the email address given by the User for this purpose or in any other manner agreed upon with the User, particularly through Remote Channels.

3. In case of the lack of acceptance of the changes, the User has the right to terminate the Contract. The Changes in the Regulations apply to the User, that has not terminated the Contract, upon their enforcement.

4. The court with jurisdiction to hear any disputes is the court with jurisdiction over the Operator's registered office. This provision does not apply to disputes to which a consumer is a party.

The right to printing mistakes reserved.

