

Rules on the Provision of Electronically Supplied Services

§ 1. General Terms

1. These Rules apply to services supplied electronically through the Website and the e-Shop operated by the company VikingCo Poland sp. z o.o., with its registered office and address at ul. Tęczowa 13/210, 53-601 Wrocław, entered in the business register of the Polish Court Register under number KRS 0000484436, kept by the District Court in Wrocław Fabryczna, 6th Commercial Department of the Polish Court Register, having tax identification number NIP 9512354680 and statistical number REGON 022284492, and having a share capital of PLN 2 000 000, hereinafter referred to as “**Service Provider**” or “**VikingCo Poland**”.

§ 2. Contents and accessibility of Rules

1. The Rules provide for the types and scope of electronically supplied services and conditions to provide the same, the conditions to enter into and terminate agreements on the provision thereof, and a complaint procedure.
2. The Rules are made available to Users free of charge on the website www.mobilevikings.pl (hereinafter referred to as “**Website**”) and in the Mobile Vikings e-Shop at <http://mobilevikings.pl> (hereinafter referred to as “**e-Shop**”) in the form that enables the Rules to be downloaded, saved and printed out.

§ 3. Definitions

1. For the purpose of these e-Service Rules, the following definitions are adopted, which should be construed accordingly:
 - **Telecommunications Law** – Telecommunications Law of 16 July 2004 (Journal of Laws no. 171 item 1800 as amended).
 - **Electronically Supplied Services Act** – Electronically Supplied Services Act of 18 July 2002 (Journal of Laws no. 144 item 1204 as amended).
 - **Information and Communications System (ICS)** – a set of co-operating equipment and software that enables processing and storing as well as sending and receiving data through telecommunications networks by way of terminal equipment within the meaning of the Telecommunications Law, appropriate for the given network type.
 - **Electronically Supplied Services** – services provided by the Service Provider by way of sending and receiving data through ICSes, at the User’s individual request and without the parties’ concurrent presence; data is transmitted through public networks within the meaning of the Telecommunications Law.
 - **Mobile Vikings** – VikingCo Poland sp. z o.o., with its registered office and address at ul. Tęczowa 13/210, 53-601 Wrocław, entered in the business register of the Polish Court Register under number KRS 0000484436, kept by the District Court in Wrocław Fabryczna, 6th Commercial Department of the Polish Court Register, having tax identification number NIP 9512354680 and

statistical number REGON 022284492, and having a share capital of PLN 2 000 000.

- **Means of Electronic Communication** – technical solutions, including information and communication equipment and the co-operating software utilities, which enable independent communication at a distance by transmitting data between ICSes, in particular electronic mail.
- **User** – an individual, a legal person or an unincorporated organisational unit that uses Electronically Supplied Services.
- **e-Service Rules or Rules** – these Rules.
- **Technical Specification** – information on Mobile Vikings ICS and technical requirements needed to co-operate with this system.

In the remaining scope, the Privacy Policy and the Rules on Mobile Vikings e-Shop will apply to terms that are not defined herein.

§ 4. Acceptance of and compliance with Rules

1. A User that intends to use the services available on the Website or to use the e-Shop should accept these e-Service Rules.
2. A User that uses Electronically Supplied Services available on the Website and in the e-Shop is obliged to comply with the e-Service Rules.

§ 5. Execution and termination of a service agreement

1. The beginning of using by a User a service offered on the Website or in the e-Shop, consisting in the registration process and completion of the Order Form, is equivalent to the acceptance of the conditions hereof and to the execution of an agreement on the provision of electronically supplied services without the need for any further declarations of intent to be made in this respect.
2. An agreement on the provision of electronically supplied services is terminated automatically upon the User leaving the Website or leaving the Mobile Vikings e-Shop within which the given electronically supplied service is provided, without the need for any further declarations of intent being made in this respect.
3. This clause does not apply to other agreements that may be executed by the User through the Website, based on other rules.

§ 6. Electronically Supplied Services

Types of services

1. The following Electronically Supplied Services are available on the Website:
 - a) Activation of a User account on the Mobile Vikings Website;
 - b) e-Shop service available at: <http://mobilevikings.pl>;
 - c) The possibility for the User to file an application for execution of an agreement on the provision of telecommunications services involving transfer of the telephone number assigned within the current service provider's network to the Mobile Vikings network by way of the Website;

- d) Other services provided by Mobile Vikings based on separate agreements and/or rules.

§ 7. Conditions to provide Electronically Supplied Services

1. In order to correctly use Electronically Supplied Services, the following technical requirements must be fulfilled:
 - 1) using computer equipment meeting minimum technical parameters required (computer, tablet, smartphone),
 - 2) having Internet access,
 - 3) having access to an e-mail account and an e-mail address,
 - 4) using the Internet browser Internet Explorer 7 or newer, Firefox, Google Chrome, Safari (supporting HTML documents, with an option set to enable accepting cookies), which supports JavaScript programming,
 - 5) connecting with websites with the use of the HTTPS protocol.
2. The use of particular Electronically Supplied Services may be subject to more detailed rules. In such case, the use of the given Electronically Supplied Service will be conditional on the User accepting both these e-Service Rules and the applicable detailed rules.
3. The User must not supply illegal, offensive, untrue or misleading content, content containing viruses, or content that may interfere with or damage computer systems.
4. If the given Electronically Supplied Service requires the User to provide specific details, the User undertakes to provide details that are correct, accurate, complete and not misleading.

§ 8. Intellectual Property Rights

1. The Website and the e-Shop contain materials protected under copyright law and industrial property law as well as other intangible property being the subject of intellectual property rights.
2. Mobile Vikings is the owner of copyright on materials, trademarks and other intangible property placed on the Website and in the e-Shop and/or is entitled to use the same in this respect.
3. A User may use the materials presented on the Website and/or in the e-Shop only for its personal purposes. Any use of the materials going beyond the said scope requires a prior written consent of Mobile Vikings.

§ 9. Complaint procedure

1. A User may file a complaint about any matters concerning the provision by Mobile Vikings of Electronically Supplied Services. In particular, complaints may be filed due to non-performance, improper performance or incorrect settlement of Electronically Supplied Services.
2. Complaints should be sent by e-mail to: helpdesk@mobilevikings.pl; they may also be sent to VikingCo Poland's address indicated in § 1 section 1 of the e-Service Rules.

3. A complaint should contain details enabling contact with the User (first name, surname, e-mail address, telephone number, residence address) and a description of the issue underlying the complaint.
4. Mobile Vikings will examine the complaint within 14 days of the complaint being made, however not later than within 14 days of clarifying circumstances needed to resolve the complaint.
5. Mobile Vikings will inform the User of the complaint resolution method immediately after the complaint has been examined, by way of an e-mail or a letter sent to the address given in the complaint filing.
6. If a complaint cannot be examined within the period indicated, Mobile Vikings will inform in writing within that period the complaining person of the delay causes and an anticipated complaint examination time.

§ 10. Final provisions

1. The Rules are an integral part of agreements on the provision of Electronically Supplied Services executed by Mobile Vikings with the User.
2. The numbers and titles of particular paragraphs are given for convenience only.
3. Mobile Vikings reserves itself the right to amend the e-Service Rules at any time. These e-Service Rules may be amended e.g. in the following cases:
 - a) change in the applicable law affecting the contents of the e-Service Rules or the Privacy Policy,
 - b) change in the scope of provided services,
 - c) change in the type of provided services,
 - d) change in the technical requirements,
 - e) change in connection with expanded functionality of the User account, including making its content available to third parties.
4. In the case of an amendment to the e-Service Rules, new Rules will be provided to the User by way of being placed on the Website. Amendments will enter into effect as at the changed e-Service Rules being placed on the Website. The User using the services offered on the Website or in the e-Shop after the amendments were introduced will be equal to the amendments being accepted.
5. Any matters that are not regulated in the e-Service Rules will be governed by the Privacy Policy, the Rules on Mobile Vikings e-Shop, the Polish Civil Code (Journal of Laws no. 16 of 1964 item 93, as amended), the Electronically Supplied Services Act and the Telecommunications Law.
6. The e-Service Rules enter into effect on 4 December 2013.