

Rules on the Mobile Vikings e-Shop

§1. General provisions

1. These rules apply to sale contracts concluded via the Mobile Vikings e-Shop. The Rules are an integral part of the Contract for the sale of Goods concluded 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 kept by the District Court for Wrocław Fabryczna, 6th Commercial Department of the Polish Court Register, under number 0000484436, with NIP 9512354680 and REGON 022284492, and share capital of PLN 2,000,000.

2. The Rules apply to conclusion of a contract with both a Consumer within the meaning of article 22¹ of the Civil Code and a Purchaser that buys Goods in connection with the professional or business activity that it conducts. Some of the Rules do not apply to Purchasers that are not Consumers - in the places indicated in the Rules.

3. The Rules are always available at <http://mobilevikings.pl/> in a manner enabling a Purchaser to access, retrieve and save them at any time.

4. The Rules lay down:

a. the principles of concluding Contracts for the sale of Goods via the website, and the scope and terms of such contracts;

b. advertising and guarantee procedures;

c. the principles of protecting personal data obtained in connection with concluding and performing the above said contracts;

5. Orders are submitted via: [http://mobilevikings.pl.](http://mobilevikings.pl/)

§2. Definitions

1. For the purpose of these Rules the following definitions are used:

a. Help Desk - persons in the organisational structure of VikingCo Poland who are responsible for providing user services, e.g. giving Purchasers the help and information needed to perform the contract concluded via www.mobilevikings.pl;

b. Tariff - a list of the prices of the Goods available when distance contracts are concluded and found at: www.mobilevikings.pl/pl/terms/conditions/pricing

c. Business Day - days between the hours of 8.00-17.00, excluding Saturdays, Sundays and statutory holidays;

d. Order Form - electronic form to be filled in available at mobilevikings.pl if contracts are concluded via the website:

- in the case of Purchasers that are Consumers:

- full name,

- Goods' delivery address,

- address for invoice,

- email address

- in the case of Purchasers that are not Consumers (i.e. business entities, entrepreneurs):

- full name or mark of an entity that is not an individual by indicating its name and legal form,
 - Goods' delivery address,
 - address for invoice,
 - NIP,
 - email address;
- e. Consumer** – an individual concluding a sale Contract not directly related to the conduct of its business or professional activity;
- f. Purchaser** – a person having full legal capacity or a person having limited legal capacity;
- g. VikingCo Poland** – 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 kept by the District Court for Wrocław Fabryczna, 6th Commercial Department of the Polish Court Register, under number 0000484436, with NIP 9512354680 and REGON 022284492, and share capital of PLN 2,000,000;
- h. Rules** – this document;
- i. Shop** – e-Shop through which distance contracts for the sale of movables can be concluded found at <http://mobilevikings.pl>;
- j. Seller** – VikingCo Poland sp. z o.o.;
- k. Parties** – collectively, the Purchaser and the Seller;
- l. Goods** – movables sold through the Shop;
- ł. Contract** – sale contract within the meaning of the Civil Code concluded between the Seller and the Purchaser (referred to collectively as the Parties) via the Shop;
- m. Order** – declaration of the Purchaser's intent to conclude a Contract specifying the type and quantity of Goods.
- n. Data Protection Act** – the Personal Data Protection Act of 29 August 1997 (consolidated text: Journal of Laws of 2002 no. 101, item 926 as amended).

§3. Placing Orders

1. Pursuant to these Rules the Seller via the Shop will enable a Purchaser to purchase Goods.
2. Orders can only be placed by persons residing in the Republic of Poland.
3. Orders can be placed in the Shop 24 hours a day, 7 days a week, all year round.
4. To purchase Goods the Purchaser fills in an Order Form and makes payment via <http://www.mobilevikings.pl/pl/rejestracja>.
5. When placing an Order the Purchaser declares that he has read and accepts the Rules.
6. Based on an Order placed, someone from the Help Desk may contact the Purchaser in order to: verify the Order and to arrange a delivery date and place.
7. If the Purchaser, as part of an Order, chooses to purchase Goods and to transfer his number, together with the Goods the Seller will send the Purchaser:

- an application to transfer a number to the network of VikingCo Poland sp. z o.o.,
- a power of attorney,
- an application to terminate a contract for the provision of telecommunications services concluded by carrying out factual actions with transfer of the number.

§4. Contract conclusion

1. The Purchaser declares that he has the capacity to conclude the Contract.
2. If the Goods are available, the Seller will immediately, though no later than within 2 business days, confirm the possibility of filing the Order via email by sending electronic confirmation to the email address given by the Purchaser when placing the Order.
3. A Contract is concluded by the Purchaser placing an Order, i.e. by filling in an Order Form and clicking on: "confirm and pay" (submitting an offer) and confirmation of the Order being accepted by VikingCo Poland being introduced to electronic communication means in such a way that the Purchaser can read it (accepting an offer). The Contract between the Seller and the Purchaser is concluded when the Seller confirms that it has accepted the Order placed by the Purchaser.
4. It is assumed that a Contract concluded via the system is concluded in the place where VikingCo Poland has its registered office.
5. After confirming the Order the Seller will send the Goods ordered by the Purchaser to the address given on the Order Form.
6. Together with the Goods, the Seller will send the Purchaser written confirmation of conclusion of the Contract, any related information required and an activation code enabling activation, via the Seller's website, of a prepaid card.

§5. Price

1. The Parties are bound by the price set out in the Tariff applicable on the day an Order is placed by the Purchaser.
2. The prices of Goods are given in Polish zloty. All prices are gross.
3. The Seller is entitled to change the prices of Goods. Changes in the prices of Goods do not lead to a change in the price specified on an Order placed by the Purchaser prior to the Seller making information on price changes available.
4. Goods continue to be the property of the Seller until the Purchaser pays the price for the Goods in full.

§6. Payment method and term

1. Goods can be paid for only through a financial institution nominated by the Seller at www.mobilevikings.pl, after the Purchaser has accepted the rules of the said institution.
2. Payment is made when the Order is placed.
3. A VAT invoice is proof of sale and can be downloaded in the MY ACCOUNT [MOJE KONTO] file at www.mobilevikings.pl.

§7. Goods delivery

1. The Seller will send the Goods to the Purchaser by unregistered mail via Polish Post.
2. The Purchaser's identity is checked when the Goods are delivered based on a personal identity document shown by the Purchaser. If delivery cannot be made to the Purchaser in person, after three attempts it will be returned to the Seller.
3. If the cause of failure to deliver is unknown, the Seller may contact the Purchaser to see whether the package should be re-sent.
4. Deliveries are made in the Republic of Poland in accordance with the terms and conditions for the performance of services applicable to entities delivering mail. Detailed delivery terms are available on the Polish Post website: <http://www.poczta-polska.pl/pliki/Regulamin.pdf>.
5. Delivery costs are paid by VikingCo Poland.
6. The Seller will send the ordered Goods to the Purchaser within 7 Business Days. The Seller may contact the Purchaser to arrange another delivery date.
7. If it is found, as a result of actions taken, that the Goods have defects for which the Seller is liable, the costs incurred by the Purchaser will be reimbursed.

§8. Seller unable to make performance

1. If the Seller cannot make the performance to the Purchaser due to the Goods being unavailable, the Seller will immediately, though within 14 days of conclusion of the Contract at the latest, inform the Purchaser thereof and return the entire amount of money received.

§9. Remedies if the Goods do not comply with the Contract, complaints

1. In the case of disclosure and presentation to the Seller of incompliance of the Goods with the Contract existing when the sale Contract was concluded, a Purchaser that is a Consumer may demand that the Goods be made compliant with the sale Contract through free repair or the Goods being exchanged for new ones.
2. If repairing the Goods or exchanging them for new ones turns out to be impossible or would involve excessive costs or if the Seller does not meet the demand in the appropriate time or if exchange would expose a Purchaser that is a Consumer to serious inconvenience, the Consumer is entitled to demand an appropriate reduction in price or rescind the sale Contract. However, a Purchaser that is a Consumer cannot rescind the sale Contract if the defect is minor.
3. The Seller bears the transport costs, necessary to remove the Goods' incompliance with the sale Contract.
4. Complaints about purchased Goods should be sent by email to: helpdesk@mobilevikings.pl
5. The Purchaser is informed that a complaint has been upheld or of the reasons for rejection within 14 days of the complaint being sent. An appeal may be filed with a common court against the Seller's decision regarding a complaint about Goods purchased by the Purchaser.

6. The provisions above do not affect the Purchaser's statutory rights.

§10. Rescinding a contract and returning Goods

1. According to the Act on the Protection of Certain Consumer Rights and on Liability for Damage Caused by Dangerous Products of 2 March 2000 (Journal of Laws no. 22, item 271 as amended), a Purchaser that is a Consumer who has concluded a Contract may rescind it without giving reasons by submitting the relevant declaration in writing within 10 days of the day the Goods are dispatched.

2 In the event of rescission of the Contract (distance contract), the Contract is deemed not to have been concluded. Anything that the Parties have performed should be returned in an unaltered state.

3. The return should be made immediately, no later than 14 days after rescission of the Contract. The Seller will withhold reimbursement of the price until the Goods are returned by the Purchaser. The Purchaser is entitled to return the Goods purchased together with the declaration referred to in section 1.

4. The costs of packing and sending the Goods are borne by the Purchaser.

5. The Goods and a written declaration on rescinding the contract should be sent to the following address: ul. Tęczowa 13/210, 53-601 Wrocław.

6. On receiving the Goods and the rescission declaration the Seller will immediately transfer the relevant amount to the Purchaser's bank account.

7. Purchasers that are not Consumers are not entitled to rescind a contract within 10 days.

§11. Other rights and obligations of the Contract Parties

1. The Purchaser is obliged:

a. to use the Shop in compliance with the law, the Rules and principles of morality;

b. to give on the Order Form personal data that is true;

c. not to use the Shop in order to place false orders or to give the personal data of other persons as their own or any other conduct that is contrary to the principles of morality.

2. The Purchaser declares that all the information he/she has provided in any form during transaction processing are true and to the best of his/her knowledge.

3. The Seller is entitled temporarily to suspend access to the Shop or specified Goods during maintenance and service upgrading work.

§12. Personal data protection

1. The controller of personal data given by a Purchaser on an Order Form is VikingCo Poland processing data in order to enter into, formulate, amend or terminate a sale Contract and to ship the Goods and for settlement purposes.

2. The data controller will ensure the exercise of the rights under the Data Protection Act, particularly the right to review one's own personal data, the right to demand that data be updated and the right to file objections in the cases specified in this Act.

3. A Purchaser's personal data are processed in compliance with the security principles required by the Data Protection Act.

4. Purchasers' personal data may be used by VikingCo Poland in order to send emails containing marketing information originating from VikingCo Poland or from entities co-operating with VikingCo Poland after the Purchaser has consented to his/her personal data being used in this way.

5. Purchasers' transmission data, which means data processed in order to send messages in telecommunications networks or to calculate charges for telecommunications services, including location data, which means any data processed in a telecommunications network indicating the geographical location of terminal equipment may be used by VikingCo Poland or related entities co-operating with VikingCo Poland after the Purchaser has given his/her consent.

§13. Disputes

1. In the event of any disputes arising in connection with performance of a Contract, the Contract Parties will attempt to resolve them amicably.

2. Any disputes arising between a Purchaser and the Seller will be resolved by courts with jurisdiction in accordance with the Civil Code.

§14. Telephone service centre for Purchasers: Help Desk

1. The Help Desk is available at: 71 799 99 40 and is open 6 days a week from 8:00 to 21:00.

2. Calls are charged in accordance with the tariff of the telecommunications operator from whose network the call is made by the Purchaser.

§ 15. Miscellaneous

1. The law governing a Contract is Polish law.

2. Any matters not regulated in the Contract will be governed by the provisions of the Civil Code (Journal of Laws of 1964, no. 16, item 93 as amended), the Data Protection Act, the Act on the Protection of Certain Consumer Rights and on Liability for Damage Caused by Dangerous Products of 2 March 2000 (Journal of Laws of 2000 no. 22, item 271 as amended) and the Act of 27 July 2002 on Special Terms and Conditions for Consumer Sales and amending the Civil Code (Journal of Laws no. 141, item 1176 as amended).

3. These Rules fulfil the role of general terms and conditions of contracts within the meaning of the Civil Code and are thus binding on the Purchaser and the Seller as parties to the Contract. If mandatory provisions vest in a Purchaser that is a Consumer more rights, then the relevant provisions of these Rules are excluded.

4. Any matters not regulated in these Rules will be governed by the rules on the provision of electronically supplied services and the Privacy Policy laying down the principles for using the website, and also the Civil Code and other laws.

5. The Seller is entitled to amend the Rules. Any amendments introduced become effective when they are published on the Seller's Shop website. Amendments to the Rules do not, however, apply to orders effectively placed prior to the amendments being published.

6. The Rules are valid from 4 December 2013.