

§ 1. DEFINITIONS

The terms used have the following meaning:

1. **Price List** – a list of the prices of the Goods available as a part of the Shop’s activity, available at www.mobilevikings.pl/pl/terms/conditions/pricing;
2. **Workday** – days between the hours of 8:00 and 17:00 with the exception of Saturdays, Sundays and Bank Holidays.
3. **Order Form** – an electronic form made available to fill out on the Website in order to make an Order:
 - A. when the Buyer is a Home Client (Consumer):
 - a. – first and last name,
 - b. – shipment address,
 - c. – invoice address,
 - d. – e-mail address;
 - B. when the Buyer is a Business Client:
 - e. – first and last name or the designation of the entity by presenting its name and legal form,
 - f. – shipping address,
 - g. – invoice address,
 - h. - TIN (Tax Identification Number),
 - i. – e-mail address.
4. **Help Desk** – persons in the organisational structure of VikingCo Poland who are responsible for providing user services, e.g. providing Buyers with help and information needed to perform the contract concluded via the www.mobilevikings.pl.
5. **Business Client** – an entrepreneur: a natural person, a legal person and an organisational entity not being a legal person, which has been granted legal capacity – performing, in one’s own name, a business activity, as well as associates of civil partnerships in the scope of the performer, by them, business activity.
6. **Home Client (Consumer)** – a consumer within the meaning of art. 22¹ of the civil code i.e. a person performing a legal act unrelated directly with one’s business or professional activity.
7. **Client** – a term describing both Business Clients and Home Clients.
8. **Civil code** – an Act of 23rd April 1964 – Civil Code (Journal of Laws 1964 no 16 item 93 with later amendments).
9. **Buyer** – a natural person or a legal person possessing authority for full legal capacity or a normal person possessing a limited authority for legal capacity in accordance with the provisions of the Civil code.

10. **Poczta Polska** – Polish Post Joint Stock Company, ul. Rodziny Hiszpańskich 8, 00-940 Warszawa NIP: 525-000-73-13, KRS: 0000334972 Registry Court: District Court for the Capital City of Warsaw share capital of PLN 774.140.000, paid up,
11. **Regulations** – these <http://mobilevikings.pl> On-line shop Regulations.
12. **On-line shop** – Mobile Vikings on-line shop, available on the <http://mobilevikings.pl> website, which allows to conclude, the sale of the Goods, contracts remotely.
13. **Parties** – the Buyer and the Seller.
14. **Seller** – VikingCo Poland LLC
15. **Goods** - movables presented and sold via the On-line shop.
16. **Contract** – sale contract, within the meaning of the Civil code, between the Parties, via the ustawa o ochronie danych osobowych On-line shop.
17. **User** – a person, that in any way uses the On-line shop.
18. **Personal Data Protection Act** – an Act of 29th August 1997, about personal data protection (Journal of Laws, 1997, no 133 item 883 with later amendments).
19. **Consumer Rights Act** – an Act of 30th May 2014 about the rights of the consumer (Journal of Laws 2014 item 827 with later amendments).
20. **VikingCo Poland** – VikingCo Poland LLC 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 KRS 0000484436, tax identification number NIP 8971793639 and REGON 022284492, and share capital of PLN 2 000 000.
21. **Order** – a declaration of the Buyer's intent to conclude a Contract, specifying the type and quantity of Goods.

§2. GENERAL PROVISIONS

1. These regulations apply to sale contracts concluded via the On-line shop.
2. The Regulations is an integral part of the Sale contract of Goods concluded by VikingCo Poland.
3. Part of the provisions do not concern Business Clients – where the Regulations indicate.
4. The Regulations are made available, on the www.mobilevikings.pl website, indefinitely in a form, that enables the Buyers to download it, save it and print it out.
5. The Regulations specify:
 - a. the principles of concluding Contracts for the sale of Goods via the website, and the scope and terms of such contracts,
 - b. complaint procedures,
 - c. personal data protection principles.
6. Orders are submitted via: <http://mobilevikings.pl>.
7. The Buyer is obliged to use the On-line shop in accordance with the law, the Regulations and good manners in order to place correct orders, by inputting correct, accurate and up to date personal data.

§3 PLACING ORDERS PROCEDURE

1. Based on the Regulations, the Seller via the On-line shop enables the Buyer to make a choice from among the presented on the website products and to purchase the Goods by way of Remote Agreement.
2. Orders are only realized during Workdays.
3. Orders can only be placed by persons residing in the Republic of Poland.
4. Before placing an order, the Buyer should read these Regulations.
5. In order to make an Order, the Buyer needs to correctly fill out the Order Form and give consents necessary for the realization of the Order.
6. By, correctly filling out the Order Form, one should understand, specifically, the inputting of up to date personal data.
7. By making an Order, the Buyer declares, that he has read these Regulations and accepts the provisions found within and that the information delivered are correct, accurate and up to date according to his knowledge.
8. The Orders on the On-line shop can be placed 24 hours a day, 7 days a week, all year round.
9. Based on a placed order, someone from the Help Desk may contact the Buyer in order to verify the Order and to arrange a delivery date and place.
10. The Seller performs all the necessary and required by the law instructions, at the latest upon the delivery of the Goods, specifically about the right to withdraw from a contract.
11. If the Buyer , as a part of an Order, chooses to purchase Goods and to transfer his number, together with the Goods the Seller will send the Buyer:
 - a. an application to transfer a number to the VikingCo Poland LLC network;
 - b. a power of attorney;
 - c. an application to terminate a contract for the provision of telecommunications concluded by carrying out factual actions with the transfer of the number.
12. In a situation where the Order has been placed incorrectly, particularly when the personal data or delivery address is incorrect, the order may be cancelled by VikingCo LLC.

§4. CONTRACT CONCLUSION

1. The Buyer declares that he has the legal capacity to conclude the Contract.
2. If the Goods are available, the Seller will immediately, though no later than within 2 workdays, confirms the possibility of placing the Order via e-mail by sending an electronic confirmation to the e-mail address given by the Buyer while placing the Order.
3. A Contract is concluded by the Buyer by placing an Order i.e. by filling out an Order Form, that is in accordance with the truth, and pushing the „confirm and pay” (submitting an offer) button and confirming the Order being accepted by VikingCo Poland by inputting it into the electronic communication means in such a way that the Buyer can read it (accept the offer). The Contract between the Seller and the Buyer is concluded when the Seller confirms the Order placed by the Buyer has been accepted.
4. It is assumed that a Contract concluded via the means described in § 4 point 3 is concluded at the VikingCo Poland registered office.
5. After confirming the Order, the Seller sends the Goods ordered by the Buyer to the address given on the Order Form, except for §7 point. 4.

At the latest with the delivery of the Goods, the Seller will deliver to the Buyer a written confirmation of conclusion of the Contract, any related information required and an activation code enabling the activation of a prepaid SIM card via the Sellers website.

§5. PRICE

1. The Parties are bound by the price set out in the Price List applicable on the day an Order is placed by the Buyer.
2. The prices of the Goods are given in Polish zloty (PLN). All prices are gross, and include the VAT.
3. The Seller has the right to change the prices of the Goods. Changes in the prices of the Goods do not lead to a change in the price specified in the Order placed by the Buyer prior to the Seller making any information on the price changes available.
4. The Goods continue to be the property of the Seller until the Buyer pays the price for the Goods in full.

§6. METHODS AND DATES OF PAYMENT

1. Goods can only be paid for through a financial institution nominated by the Seller at www.mobilevikings.pl, after the Buyer has accepted the regulations of the said institution.
2. The payment is made when the Order is placed, after pushing the „Confirm and pay” button.
3. A VAT invoice is a proof of sale and can be downloaded from the „My account” bookmark at www.mobilevikings.pl, after the Buyer accepts the VAT invoice to be made available electronically.

§7. DELIVERY OF THE GOODS

1. The Seller will send the Goods to the Buyer by an unregistered mail via Polish Post, to the address given in the Order Form.
2. The Buyer’s identity is verified, based on the Buyer’s ID, upon the delivery of the Goods. If the Buyer cannot collect the delivery personally, after two attempts, it will be returned to the Seller.
3. If the cause of failure to deliver is unknown, the Seller may contact the Buyer to ascertain whether the package should be re-sent.
4. Deliveries are made only on the territory of 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 website of the Polish Post at: <http://www.poczta-polska.pl>.
5. Delivery costs are paid by VikingCo Poland.
6. The Seller will send the ordered Goods to the Buyer within 7 workdays, the Seller may contact the Buyer in order to arrange a different delivery date.

§8. INABILITY TO PERFORM THE SERVICES BY THE SELLER

If the Seller cannot perform the services to the Buyer due to the Goods being unavailable, the Seller will immediately, though at the latest within 14 days from concluding the Contract,

inform the Buyer thereof and will return the entire sum of money received, unless the Buyer after being informed about the temporary lack of the Goods gave a consent to realize the delivery after the Goods are replenished.

§9. WITHDRAWAL FROM THE CONTRACT

1. A Consumer, who has concluded a remote agreement, has a right to withdraw from a contract, without giving a reason, by submitting a proper statement within 14 days of getting the Goods. To comply with a time limit, the statement needs to be sent before the deadline. The Consumer is entitled to this right in accordance with Cap 4 of the consumer rights act.
2. The Seller will immediately send, the withdrawal from the contract, return receipt.
3. In an event of withdrawal, the contract is deemed to have never been concluded. The Goods are to be returned in an unaltered state, unless the alteration was necessary to ascertain the nature, attributes and functioning of the item.
4. The Consumer is obliged to immediately return the Goods, no later than 14 days from the withdrawal from the contract, to be certain that the date has been met, the Goods need to be sent, to the Seller's address, before the time is up.
5. The Seller will immediately return, but no later than within 14 days, the price for the Goods incurred by the Buyer, in a way the Buyer paid for them.
6. The Seller will withhold reimbursement of the price until the Goods are returned by the Buyer or a return receipt is presented.
7. The costs of packing and sending the Goods are incurred by the Buyer.
8. The Buyer bears responsibility for the reduction of the value, being the effect of using it in a manner exceeding the ascertainment of the nature, attributes and functioning of the Goods.
9. The Goods or the statement should be sent to the following address: ul. Tęczowa 13/210, 53-601 Wrocław.
10. Buyers that are not Consumers do not have a right to withdraw from the contract.

§10. COMPLAINTS

1. The Seller is responsible in relation to the Buyer if the sold Goods have a manufacturing or a legal defect.
2. If the Buyer ascertains there is a defect, he may demand to exchange the item for a one that is free from defects or the removal of the defect.
3. In an event when a sold item has a defect, the Buyer may submit a price reduction statement or a withdrawal from a contract statement, unless the Seller immediately and without any inconveniences for the Buyer, will exchange the defective item for a one that is free from defects or removes the defect. This limitation is not applicable when the item was already exchanged or repaired by the Seller or the Seller did not order to comply to exchange the item for a one that is free from defects or remove the defect.
4. The Buyer cannot withdraw from a contract if the defect is unimportant.
5. In an event when the sold item has a defect, the Buyers that are Consumers can, instead of, the proposed removal of the defect by the seller, demand to exchange the item for a defect free one or demand to remove the defect, unless the process of bringing the item about to compatibility with the contract, in a manner chosen by the Buyer, is impossible or it would require excessive costs in comparison with a method proposed by the Seller. While assessing

the excessiveness of the costs, the worth of the defect free item, type and the meaning of the defect as well as the inconveniences of a different kind of appeasement of the Buyer are included.

6. The Seller incurs the necessary, for the removal of the incompatibility of the Goods with the Contract, transport costs.
7. Any Complaints regarding the purchased Goods should be sent via e-mail to: helpdesk@mobilevikings.pl
8. The Buyer receives an information about accepting or the reasons why the complaint has been rejected within 14 days of its filing. The Buyer may appeal against, the Seller's decision settling the complaint, to the court of general jurisdiction.
9. The foregoing provisions do not reduce the rights, of the Buyer, given to him in accordance with the provisions of applicable law.
10. The Client has also the right to file a complaint in an event of irregularities, defects or when the Website stops to work, especially when the regulations cease to be available.

§11. PROTECTION OF PERSONAL DATA

1. VikingCo Poland is, within the meaning of the provisions of personal data protection act, the personal data administrator.
2. Personal data is given willingly by filling out the Order Form.
3. Personal data is processed for the purpose of establishing, forming and realization of the Contract for sale and shipment of the Goods and settlements.
4. The Buyers personal data may be used by VikingCo Poland in order to send e-mails containing marketing information originating from VikingCo Poland or from entities cooperating with VikingCo Poland, only after the Buyer has consented his/her personal data being used that way.
5. The Buyer's transmission data, which means the 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 the user's device may be used by VikingCo Poland or any entities cooperating with VikingCo Poland after the Buyer has given his/her consent.
6. VikingCo Poland ensures their Clients, and persons sharing personal data, the full realization of rights resulting from the personal data protection Act, including the right to access, control of personal data processing, emendation or removal of personal data, as well as the right to make an objection in cases listed in the act.
7. The Client should send any and all correspondence connected with personal data processing cases to the following address: ul. Tęczowa 13/210, 53-601 Wrocław with a „Personal data” note.
8. The personal data administrator ensures that the processing of personal data with the respect of any safety rules required by the personal data protection Act.

§12. DISPUTES

In the event of any disputes arising in connection with the Contract, the Parties of the Contract aim for an amiable solution of the argument.

§13. TELEPHONE SERVICE CENTRE FOR BUYERS: HELP DESK

1. The Help Desk is available at: 71 799 99 40 and is open 6 days a week from 8:30 to 20:30, with the exception of Bank Holidays.
2. The calls are charged in accordance with the Price List of the telecommunications operator from whose network the call is made.

§14. FINAL PROVISIONS

1. The applicable law for the Contract is the Polish law.
2. The present on the website of the On-line shop Goods do not constitute the offer of contract conclusion within the meaning of the Civil code, but an invitation to conclude a contract.
3. These Regulations act as general terms and conditions of the contracts, within the meaning of the civil code and because of this binds the Buyer and the Seller as the parties of the Contract. In the event when the absolutely applicable provisions give the Buyer, who is a Consumer, greater rights, some provisions of these Regulations become excluded and proper provisions become applicable. The Seller makes the Regulations available on the website in a form that enables them to be downloaded, saved and printed out.
4. Any matters not regulated by these Regulations will be governed by the Electronically supplied services Regulations and the Privacy Policy laying down the principles for using the website and also proper applicable law on the territory of the Republic of Poland.
5. The distribution and uploading, in any form on the On-line shop, of content of illegal or vulgar nature. In such cases VikingCo Poland will be authorised to interfere with the uploaded content, by removing it wholly or a part of it.
6. The Seller reserves the right to temporarily shut down the On-line shop or make specific Goods unavailable for the time of performing maintenance work and modernization of the website.
7. The Seller reserves the right to amend the Regulations. Any introduced amendments become effective when they are published on the On-line shop's website. The amendments are not applicable for the orders placed before their publication.
8. The Regulations enter into effect on 25.07.2016.