

## **§ 1. GENERAL CONDITIONS OF THE USE OF PROMOTIONAL OFFER**

1. The Promoter of the “Free starters” offer is VikingCo Poland sp. z o.o. with its registered office and address in: Ul Tęczowa 13/210, 53-601 Wrocław, entered into the Register of Entrepreneurs of the National Court Register, KRS registration number 0000484436, kept by the District Court for Wrocław Fabryczna, 6th Commercial Division of the National Court Register, NIP [tax identification number] 8971793639 and REGON [national business registry number] 022284492, hereinafter referred to as the Operator.
2. This „Free Starters” Promotional Offer (hereinafter referred to as the „Promotional Offer”) is aimed at natural persons, legal persons and organizational units that do not have a legal personality, that order a Free starter (hereinafter called the „Starter”).

## **§ 2. SUBJECT-MATTER OF THE PROMOTION**

3. The Starter is an issued for free, as a part of a prepaid offer of the Operator, SIM/USIM card. This Offer is available in two tariffs: ‘Minutes+SMS+Internet’ with the option of porting a number from an another operator or getting a new number, and ‘Mobile Internet’ in the Mobile Vikings network.
4. The Starter in the ‘Minutes+SMS+Internet’ tariff is valid for 14 days, to take incoming calls, from the day of its activation. The Starter in the „Mobile Internet” tariff is valid for 7 days from the day of its activation. The activation of the SIM/USIM card consists in inputting a unique activation code, that is delivered by the Operator, at the Internet User Account. In cases where numbers are ported from an another operator, the SIM/USIM card is activated on the scheduled day of the porting. In order to make outgoing calls while using the Starter, a User should make a Top-up, with the use of any method of payment offered by the Operator.
5. In order to make outgoing calls and make use of the maximum speed of data transfer, offered by the Operator, while using the Starter, a User should Top-up a previously Activated card, using any chosen method of payment offered by the Operator.
6. After making a Top-up, for Starters with the „Minutes+SMS+Internet” tariff, the validity period for incoming calls and calling credit to make outgoing calls is 365 days, whereas for a Starter with the „Mobile Internet” tariff, the SIM card’s validity period is 365 days.

7. Detailed rules of charging for services in the Promotional Offer are described in the Mobile Vikings Polska Offer Price and the Regulations of the Promotional Offers, which are available on the website.
8. During the validity period of the Starter, issued in the „Minutes+SMS+Internet” tariff, you will be able to download files, however the transfer speed will be limited up to 32 kb/s.. The actual speed of data transfer is based on the following parameters: the strength of the transmitter’s signal, current level of load on the transmitter and the technology of data transfer: EDGE, HSPA,HSPA+, 3G, 4G, LTE.
9. After the validity period of the Starter, mentioned in point no 4, has ended, there will be a 60day block, on both outgoing and incoming calls, put into effect. During this time, in order to keep your number, you will have to make a top-up to extend the SIM card’s validity period.
10. The order of the Starter itself is free, which means, that the User does not make a payment and is not charged with delivery costs, when choosing regular mail, this does not include priority mail which is charged extra, what is mentioned on the website.
11. The operator provides the Starters only on the territory of Poland.
12. A maximum of 5 Starters can be ordered (regardless of the number of people making an order), to one address (street, house number, flat number, city, postal code), through the website.
13. A maximum of 5 Starters can be ordered, from one Internet User Account, through our website.
14. The Operator reserves the right to call the persons who made use of the Telecommunications Services as a part of this Promotional Offer, in order to get their opinion on the quality of the services and the promotion.

### **§ 3. ADDITIONAL INFORMATION**

15. Under this Promotional Offer the User shall:
  - a) not direct traffic from other telecommunication networks without the consent of the Telecommunications Network Operator or networks of other telecommunications companies by means of any telecommunication devices using the SIM/USIM Cards received by the User
  - b) not use, without the consent of the Operator, any devices that enable the access to the Telecommunications Network or the connections via terminal equipment intended for connection to the fixed network or operate on a similar basis, in which SIM/USIM Cards operating in the Telecommunication Network are used
  - c) not generate artificial traffic for the exchange of information
  - d) not use SIM/USIM card for telemetry purposes and
  - e) not use the SIM/USIM Card for the traffic generated by machine, in particular “machineto-machine” and “machine-to-user” traffic type
  - f) not use the SIM Card to generate traffic, which is a Denial of Service attack
  - g) not use the SIM/USIM Cards without P4 consent, to initiate the traffic/ involving the mass calls making, particularly in the case of automatic calls distribution or automatic

interactive called number service, or in the case of telecommunication and information systems integration for this type of traffic or when using the cards in direct marketing (the prohibition applies to the User acting as an entrepreneur or on behalf of another entrepreneur)

- h) not use the SIM/USIM Card for the mass mailing of information (SMS or MMS) intended directly or indirectly to promote goods, services or image of the User or another entity, or in some other way of achieving any commercial effects (the prohibition applies to the User acting as an entrepreneur or on behalf of another entrepreneur)
16. In the event of a breach of the provisions laid down in Section 15 points a. to h. of this Promotional Offer by the User, the Operator may suspend the provision of Services.
  17. The User may not make calls that are further directed using any technology, particularly POTS technology (conventional telephone line analogy and VOiP (Voice over Internet Protocol) data transmission) under the Promotional Offer.
  18. The use of the Promotion shall not preclude the possibility of use of other Promotional Offers offered by Mobile Vikings Polska, unless Regulations of those Offers provide otherwise.
  19. In matters not regulated hereby, the provisions of the Price List, the Mobile Offer of Vikings Polska and the Regulations of Telecommunications Services shall apply.
  20. In case of discrepancies between the provisions hereof and the provisions of the documents listed in Sections 19 of this Promotional Offer, the provisions of the Regulations of this service shall prevail.
  21. All words and phrases capitalized herein shall be construed in accordance with their definitions provided for in the Price List or the Telecommunications Services Regulations.
  22. In matters not covered hereby the provisions of the documents specified in Section 22 above shall apply.
  23. The Operator reserves the right to amend the Regulations, or to cancel them at any time without giving any reason, provided that that amendment or cancellation of the Regulations does not affect the rights and obligations previously acquired by the User, meaning that on the date of cancellation the User will be able to use the unlimited calls package for mobiles and/or landlines calls, provided that the period of its validity has not expired, however he/she will not be able to activate the Promotional Offer described in the Regulations.
  24. The information about amendment or cancellation of the Regulations is available at [www.mobilevikings.pl](http://www.mobilevikings.pl) or otherwise made public.