

## § 1. GENERAL TERMS

These Regulations 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.

## § 2. DEFINITIONS

The terms used herein have the following meaning:

1. **Mobile Vikings** – VikingCo Poland LLC as stated in § 1.
2. **Privacy policy** – a document regulating the processing and protection of information, including personal information, of Users; made available free of charge on the Website in a form that enables the Regulations to be downloaded, saved and printed out.
3. **Regulations** – these Regulations.
4. **On-line shop** – Mobile Vikings On-line shop available on the Website.
5. **Website** – website available at the following address <http://mobilevikings.pl>
6. **ICT system** – a group of IT devices and software supporting each other, helping in the processing and storing and also sending and receiving of the information through the use of telecommunication networks with a proper, for a specific type of network, telecommunications user's device within the meaning of the act from 16th July 2004 – Telecommunication Law (Journal of Laws No.171, item 1800 with later amendments).
7. **Provision of electronically supplied services** – the provision of a service without both parties being present at the same time (remotely), through the transfer of information on individual demand of the customer, sent and received with the use of electronic processing devices, digital compression and storage of information inclusive, which is wholly sent, received or transmitted with the use of the telecommunication network within the meaning of the act from 16th July 2004 - Telecommunication Law (Journal of Laws No.171, item 1800 with later amendments).

8. **User** – a natural person, legal person or an organisational entity without a legal personality, that uses a service provided electronically.

### **§ 3. CONTENT AND ACCESSIBILITY OF REGULATIONS**

1. The Regulations provide for the type and scope of electronically supplied services and conditions to provide the same, conditions to enter into and terminate agreements on the provision thereof, and a complaint procedure.
2. The Regulations are made available to Users free of charge on the Website before entering into the provision of services agreement in a form, that enables the Regulations to be downloaded, saved and printed out.

### **§ 4. ACCEPTANCE OF AND COMPLIANCE WITH THE REGULATIONS**

A User that intends to use the services available on the Website or to use the On-line shop is obliged to familiarize oneself with the content of the Regulations, to accept and abide them.

### **§ 5. TYPES AND SCOPE OF ELECTRONICALLY SUPPLIED SERVICES**

The following electronically supplied Services can be found on the Website:

1. The activation of the User's account on the Website.
2. On-line shop service.
3. The possibility for the User to place a request to enter into the telecommunications service agreement with the porting of an allocated phone number from the current services provider network to the Mobile Vikings network with the use of the Website.
4. Other services provided by Mobile Vikings based on separate agreements and/or regulations.

### **§ 6. CONDITIONS TO PROVIDE ELECTRONICALLY SUPPLIED SERVICES**

1. It is forbidden to use the Website and the On-line shop for the purpose of breaching of the currently applicable law.
2. For the purpose of correct use of the electronically supplied Services it is required to fulfill the following technical conditions:
  - a. possession of an ICT system, computer device with the minimum required technical parameters (computer, tablet, smartphone),

- b. access to the Internet,
  - c. possession of an e-mail address,
  - d. Internet browser: Internet Explorer 7 or newer, Firefox, Google Chrome, Safari (supporting HTML documents with an enabled option of accepting „Cookie”), supporting JavaScript,
  - e. connection with the Website takes place with the use of the HTTPS protocol.
3. The use of individual electronically supplied Services may include the provisions of detailed regulations, in such a case the use of a specific electronically supplied Service is dependent on the acceptance of both the Regulations and specific detailed regulations, by the User.
  4. The distribution of content of illegal nature, vulgar, false or which can mislead, containing viruses or content, that can cause interference or damage to computer systems, by the User is forbidden.
  5. If a specific electronically supplied Service requires the User to input certain information, the User agrees to input information that is true, accurate, complete and that will not mislead.
  6. The Website and the On-line shop contain materials that are protected by copyright law and industrial property law as well as other intangible goods that are a subject to copyright law.
  7. Mobile Vikings is the owner to the copyrights on the materials, trademarks and other intangible goods, which can be found on the Website and on the On-line shop or has the right to use them in such a scope.
  8. The User may make use of the materials presented on the Website or on the On-line shop only for his own use. Any use of these materials beyond this scope requires prior written consent from Mobile Vikings.

## **§ 7. CONDITIONS OF ENTERING INTO AND TERMINATING OF ELECTRONICALLY SUPPLIED SERVICES AGREEMENT.**

1. The start of the use of a specific service, by the User, offered on the Website or on the On-line shop based on the process of registering, filling out the Order form is tantamount with accepting the Regulations and with entering into the electronically supplied services agreement without the need to hand in any additional statements in this regard.
2. The Regulations make up an integral part of entering into electronically supplied services agreements through the Website and the On-line shop.

3. The electronically supplied services agreement is terminated automatically upon leaving the Website or the On-line shop, by the User, as a part of which a specific electronically supplied service is made available without the need to hand in any additional statements in this regard.
4. The provisions of this paragraph do not refer to other agreements, which can be concluded by the User via the Website on a different basis and in accordance with the provisions of different regulations.
5. The User may, at any time, cease the use of the provided electronically supplied service.

## **§ 8. COMPLAINT PROCEDURE**

1. The User has the right to file a complaint in all matters concerning the provision of the electronically supplied services, specifically in cases such as: failure to perform or improper performance of electronically supplied services or for incorrect settlement of the services.
2. Complaints need to be sent via e-mail to the following address: [helpdesk@mobilevikings.pl](mailto:helpdesk@mobilevikings.pl) or in writing via the Polish Post, sending the complaint to the following address: VikingCo Poland LLC as stated in § 1 of the Regulations.
3. A complaint should consist of: information to identify and contact the User (First name, last name, e-mail address, phone number, address of residence, correspondence address) and the content of the complaint (the description of the problem that is the basis of the complaint).
4. Mobile Vikings has 14 days (counting from the day of its submission) to look into the complaint, at the latest within 14 days from clarifying the circumstances necessary for the correct consideration of the complaint.
5. Mobile Vikings informs the User about the way the complaint has been considered immediately after its consideration via e-mail or in writing by sending a reply to the address given in the complaint form.
6. If the complaint can't be considered during the given time, Mobile Vikings then informs the User in writing about the cause of the delay and the estimated time of the complaint's consideration.

## **§ 9. PROTECTION OF PERSONAL DATA**

In the scope of personal data protection, privacy policy applies.

## **§ 10. FINAL PROVISIONS**

1. Mobile Vikings reserves the right to amend these Regulations at any time. The Regulations may be amended in specific cases such as: change in the applicable law affecting the contents

of the Electronically supplied services Regulations or the Privacy policy, change in the scope of provided services, change in the type of provided services, change in the technical requirements, change connected to the expansion of functionality of the User's account.

2. In the case of an amendment to the Regulations, the new Regulations will be provided to the User by being placed on the Website. The amendments will enter into effect at the same time as the changed Regulations are placed on the Website. Making use of the services offered on the Website or on the On-line shop, after the introduction of the amendments, is tantamount to accepting them.
3. Any matters that are not regulated by the Regulations, the Privacy policy the Mobile Vikings On-line shop Regulations and the provisions of the currently applicable law shall apply.
4. The Regulations enter into effect on 25.07.2016.

