

## **§ 1. RANGE OF APPLICATION**

The regulations lay down the principles of use of the Access, to the services and digital content of the „Order with a Viking”, Service provided electronically by VikingCo Poland sp. z o.o. with its registered office in Wrocław (ul. Tęczowa 13/210, 53-601 Wrocław), entered into the Register of Entrepreneurs of the National Court Register, KRS registration no. 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.

## **§ 2. DEFINITIONS**

The terms used herein have the following meaning:

1. **Provider** – a partner offering the Provider’s Services.
2. **Internet User Account** – a compilation of functions, data and settings for the User, accessible from the Website, requiring the input of the password and e-mail address of the User.
3. **Operator** – VikingCo Poland sp. z o.o.
4. **Privacy Policy** – a document regulating the processing and protection of information, including personal information of Users, by the Operator, made available free of charge on the Website in a form that enables this document to be downloaded, saved and printed out.
5. **Regulations** – these Regulations.
6. **Regulations on the provision of electronically supplied services** – Regulations on the provision of electronically supplied services by the Operator made available free of charge on the Website in a form that enables this document to be downloaded, saved and printed out.
7. **On-line shop** – On-line shop of the Operator, available on the website.
8. **Website** – website available at the following address <http://mobilevikings.pl>
9. **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 ordering party, sent and received with the use of electronic processing devices, including digital compression and storage of information, which is wholly sent, received or transmitted with the use of the telecommunications network within the meaning of the act from 16th July 2004 – Telecommunication Law (Journal of Laws No. 171, item 1800 with later amendments).

10. **Provider's Service** – a service provided by the Provider, to which the User gains access through the Access Service.
11. **Access Service** – a service of digital content provision, provided by the Operator, consisting of allowing the User to obtain access to the Providers Services (access may consist of getting a code in digital form or other digital means granting access to the Providers Services).
12. **User** – every subscriber of the Operator, that uses or wants to make use of the Access Service.

### § 3. ACCEPTANCE OF THE REGULATIONS

A User intending to make use of the Access Services is obliged to familiarize oneself with the contents of the Regulations and, comprising its integral part, Regulations on the provision of electronically supplied services, accept and abide them.

### § 4. TYPES AND SCOPE OF SERVICES

The Operator provides Access Services to the Providers Services listed on the Website, on the Internet User Account.

### § 5. CONDITIONS OF SERVICES PROVISION

1. The User has a possibility to obtain Access Services after logging in to the Internet User Account.
2. Access Services grant access to the Provider's Services, which are supplied by the Provider, based on the terms and conditions set by the Provider. Access Service does not include any other additional services supplied by the Providers.
3. It is forbidden to use the Access Service in in order to violate the currently applicable law.
4. In order to properly use the Access Service, it is required to meet the technical requirements defined for each Provider's Service, including: having an ICT system, a computer station meeting the minimum technical parameters (computer, tablet, smartphone), having access to the Internet, an e-mail account, an Internet browser: Internet Explorer 7 (or newer), Firefox, Google Chrome, Safari (supporting HTML documents with an enabled option of accepting „Cookies“), supporting JavaScript, connecting with the website takes place via the HTTPS protocol.
5. Using respective Access Services may be subjected to the provisions of regulations of each Provider, in this case the use of a respective Service may depend on the acceptance both the Regulations and appropriate detailed regulations, by the User.
6. If a certain Access Service requires the User to input specific data, the User is obliged to input correct, accurate and complete information.
7. The Access Service includes a one-time or cyclical procurement access to the Providers Services.

8. The User has a possibility to choose one of the listed, on the Internet User Account, payment methods (inter alia payment with a card, cyclical payment etc). The payment methods are provided by, eligible for this in accordance with appropriate provisions of currently applicable law, payment institution. The choice of a payment method requires the use of offered, by these institutions, payment methods and their provision takes place on terms and conditions set forth in the regulations of each institution.

## **§ 6. CONDITIONS OF ENTERING INTO AND TERMINATING AGREEMENTS**

1. The start of the use, by the User, of a specific Access Service offered on the Website, on the Internet User account consists in the choice of a specific Access Service and confirming the order of the service. Confirmation is tantamount with accepting the Regulations and entering into electronically supplied Access Service agreement without the need to hand in any additional declarations of will in this regard.
2. Regulations make up an integral part of entering into electronically supplied Access Service agreement via the Website and the Internet User Account.
3. The User may, at any time, cease the use of the Access Service, unless something entirely different has been clearly reserved and defined for a specific Access Service. The electronically supplied Access Service agreement is terminated in case of the User's resignation and filing such a resignation via the Internet User Account. Additional, more detailed terms and conditions for respective Access Services are available on the Website.

## **§ 7. COMPLAINT PROCEDURE**

1. The User has the right to file a complaint in all matters concerning the provision of the Access Service, specifically in case of failure to perform or improper performance of the Access Service or improper settlement of the above.
2. The complaint procedure is defined by the Regulations on the provision of electronically supplied services.
3. The Operator takes responsibility, within the limits permissible by applicable law, only for the provision of the Access Service and does not take responsibility in matters of providing services by the Providers and the agreement between the Provider and the User in the matters of providing the Access Service. Any claims arising from the agreement with the Provider inured to the User towards the Provider in accordance with the signed agreement.

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

In the scope of personal data protection, Privacy Policy applies.

## § 9. FINAL PROVISIONS

1. The Operator reserves the right to amend these Regulations at any time. The Regulations may be amended, especially, in case of: change in applicable law affecting the contents of this document, change in the scope of provided services, changes connected with technical requirements.
  2. In case of an amendment, the new Regulations shall be provided for the User, on the Website, to download and the information about the amendment will appear on the Internet User Account or will be sent to the input, by the User, e-mail address. The changes enter into effect upon the disclosure of the amended Regulations on the Website. Making use, by the User, of the services offered on the Website or on the On-line shop after introducing these changes is tantamount with accepting them.
  3. Any matters that are not regulated by these Regulations, the Regulations on the provision of electronically supplied services, the Privacy Policy, the Mobile Vikings On-line Shop Regulations and the currently applicable law shall apply.
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