



MOBILE VIKINGS FOR BUSINESS (B2B) – TERMS AND CONDITIONS

1. 'Mobile Vikings for Business' Special Terms and Conditions – User (version 24/6/2021) – **p. 2 – 5**
2. 'Mobile Vikings for Business' Terms and Conditions – Company (version 24/6/2021) – **p. 6 - 16**



'MOBILE VIKINGS FOR BUSINESS' SPECIAL TERMS AND CONDITIONS – USER

1. General

1.1. These Special Terms and Conditions apply to the 'Mobile Vikings for Business' service offered by Mobile Vikings nv, having its registered office at Kempische Steenweg 309/1, 3500 Hasselt, with company number 0886.946.917 (hereinafter referred to as: "**Mobile Vikings**") subject to certain conditions (hereinafter referred to as: "**Special Terms and Conditions**").

The General Terms and Conditions (including the Privacy Policy) and all other relevant contractual documents of Mobile Vikings, such as the contract summary, also apply to the 'Mobile Vikings for Business' service insofar as the present Special Terms and Conditions contain no deviations from the same.

These General Terms and Conditions (including the Privacy Policy), other contractual documents of Mobile Vikings and these Special Terms and Conditions may be consulted at any time on the [Website](#).

1.2. In the event of contradiction, these Special Terms and Conditions shall prevail.

1.3. The following definitions shall apply for the purposes of the present Special Terms and Conditions:

- **General Terms and Conditions:** the general terms and conditions applicable to the Services and available on the Mobile Vikings website at <https://mobilevikings.be/en/terms-of-use/terms-and-conditions/>.
- **Company:** the company with which Mobile Vikings has concluded an agreement for the 'Mobile Vikings for Business' service, and which has a company number.
- **Out-of-Bundle Charges:** consumption not included in the User's monthly subscription bundle.
- **Service:** the 'Mobile Vikings for Business' service.
- **Services:** the whole of the mobile services offered by Mobile Vikings (SMS, data and call minutes) and related services (e.g. Viking Deals).
- **User:** the natural person, or as the case may be, an employee of the Company, who uses the Service(s).
- **Customer Service:** Mobile Vikings' customer service department that can be contacted as set out on the Mobile Vikings website.
- **Monthly Contribution:** the portion of the costs related to the Services provided to the User that are borne by the Company.
- **Premium Services:** calls or messages to special numbers for games, ringtones, chat and other services (e.g. public transport, SMS parking) provided by such special numbers.



2. 'Mobile Vikings for Business' Terms and Conditions

2.1. With the Mobile Vikings for Business Service, the Company may opt to bear part of the costs related to the Services provided to the User on a monthly basis (the "Monthly Contribution").

2.2. The Company shall have access to Mobile Vikings' My Business portal. On the My Business portal, the Company enters the Users to whom the Service applies and who are therefore entitled to the Monthly Contribution. As long as the User has been designated by the Company as the beneficiary of the Monthly Contribution, the Monthly Contribution shall be renewed on a monthly basis. As soon as this is no longer the case, the User shall no longer be entitled to the Monthly Contribution.

2.3. Both the Company and the User must accept the terms and conditions applicable to the Service via the Mobile Vikings website before being permitted to use the Service. The User shall also accept the contractual documents referred to in **Article 1.1** of these Special Terms and Conditions, unless the User has already accepted these on the grounds of already being a Mobile Vikings customer. The User shall apply for subscription to the Services via the Website. The User shall correctly and fully register and identify themselves on the Website as per the instructions provided. It is possible that a User has to make an initial payment before being permitted to use the Service(s). The User may only apply to their own Company for the reimbursement (if any) of this amount by the Company.

2.4. The Company shall determine the amount of the Monthly Contribution that shall be deducted from the User's bill. Only the Company may change the amount of the Monthly Contribution agreed by it with Mobile Vikings and shall register this change on the My Business portal. The change shall become effective for Users with effect from the next billing period.

2.5. The Service shall only apply to (postpaid) subscriptions with a minimum of €15 (including VAT) and not to top-up cards, including Only Data (prepaid).

2.6. The User undertakes to pay their contribution towards any costs for the Services as agreed with the Company. If the User has a subscription with a lower cost price than the Monthly Contribution, the Company will only undertake to pay the amount of the subscription.

2.7. A User may own several SIM cards – and therefore phone numbers – and be linked to a Company with each phone number. These Special Terms and Conditions shall apply to each individual phone number held by the User. The User may never belong to more than one Company with the same phone number.

2.8. Mobile Vikings is and remains the owner of the Physical SIM Card. The User has the right to manage the Physical SIM Card. This shall not apply to eSIMs in cases where the User owns the eSIM since it is integrated into their smartphone.



2.9. Mobile Vikings has the right to refuse the Service to the User, and thus the right to a Monthly Contribution, in the following cases:

- if the User fails to comply with these Special Terms and Conditions;
- if the User uses the Services in violation of the General Terms and Conditions, other contractual documents of Mobile Vikings, legal or regulatory provisions, public order or morality, or in a manner that damages the proper functioning or integrity of the Service;
- if there is evidence (or suspicion) that the User has committed fraud or abuse.

3. Billing and payment

3.1. The User shall receive a monthly invoice. Such invoice shall contain an overview of the subscription plan selected by the User, their consumption, the total amount payable, and the amount of the Monthly Contribution. The invoice shall specify any Out-of-Bundle Charges and Premium Services that shall be charged to the User in full.

3.2. If, after deducting the Monthly Contribution, the User's account shows a balance to be paid, the User shall be bound to pay this balance in accordance with the provisions of the present Article 3. This balance amount may be due to the following:

- The User has a subscription with a higher cost price than the Monthly Contribution. The User shall be responsible for paying the entirety of the difference between the subscription cost and the Monthly Contribution.
- Amounts that the User is liable to pay for the use of Premium Services and Out-of-Bundle Charges.

3.3. The User shall be invoiced and shall pay the monthly bill pursuant to the General Terms and Conditions.

3.4. If the User fails to pay the invoice on the due date after having received several reminders, Mobile Vikings shall be entitled to limit the User's Services to the minimum service or to terminate the Services in accordance with the General Terms and Conditions. The User and the Company shall be notified of the same in writing in advance. The User's Services shall be restored immediately upon payment of the respective invoice(s).

3.5. The Company shall receive a monthly invoice stating the amount of the Monthly Contribution that the Company shall pay directly to Mobile Vikings for its respective Users. If the Company fails to pay the invoice after having received several payment reminders, Mobile Vikings shall be entitled to limit the Users' Services to the minimum service. In the case of a minimum service, the User may continue to receive phone calls and text messages, unless these are calls and text messages for which the User has to pay in order to receive them, and shall also have access to emergency services. The Users and the Company shall be notified of the same in writing in advance. The Users' Services shall be restored immediately upon payment of the respective invoice(s) by the Company. If the Company fails to pay the invoice(s), Mobile Vikings shall be entitled to stop the Service to the Company.



4. Termination of the Service

4.1. The User shall no longer be entitled to the Monthly Contribution if:

- the User terminates the relationship with the Company;
- the Company discontinues the relationship with respect to a specific User;
- the User permanently stops using their number or migrates it to another operator, which will end the agreement between the User and Mobile Vikings;
- the agreement between Mobile Vikings and the Company for the Service is terminated, on any grounds whatsoever;
- the User no longer complies with these Special Terms and Conditions.

Subject to certain conditions and in certain cases, the User may opt to continue their agreement with Mobile Vikings, however without being entitled to the Monthly Contribution provided by the Company. The User shall be notified of the same in writing in advance. The User may register their decision via their My Viking account or may contact Customer Service.

4.2. Mobile Vikings may not be held liable by the User or the Company for any damage in case of or as a result of the suspension or termination of the Service(s) in accordance with these Special Terms and Conditions or any other contractual provisions applicable between Mobile Vikings and the User or the Company.

5. Privacy and data protection

5.1. The Company and Mobile Vikings undertake to comply at all times with applicable privacy and data protection legislation such as, but not limited to, the General Data Protection Regulation (“GDPR”). All terms such as “processing”, “personal data” and “controller” shall have the meanings as laid down under the GDPR.

5.2. Mobile Vikings processes the User’s personal data in accordance with its [Privacy Policy](#) during the course of providing Services to the User.

5.3. Mobile Vikings does not share Users’ personal data with the Company, with the exception of the phone numbers of Users that the Company has designated as recipients of the Service. Only the contact details (email address) of the Users designated by the Company are provided to Mobile Vikings by the Company. These details will only be used by Mobile Vikings to invite Users to use the Service. For the exchange of personal data, Mobile Vikings and the Company shall always remain independent controllers.

Version: June 24th 2021



'MOBILE VIKINGS FOR BUSINESS' TERMS AND CONDITIONS – COMPANY

1. Applicability

1.1. These Terms and Conditions apply to the 'Mobile Vikings for Business' service offered by Mobile Vikings nv, having its registered office at Kempische Steenweg 309/1, 3500 Hasselt, with company number 0886.946.917 (hereinafter referred to as: "**Mobile Vikings**") subject to certain conditions (hereinafter referred to as: "**Terms and Conditions**"). The latest version of these Terms and Conditions can always be consulted on the [Website](#).

1.2. Any general terms and conditions of the Company shall not apply to the 'Mobile Vikings for Business' service and shall be explicitly rejected by Mobile Vikings.

1.3. Deviations, modifications and/or additions to these Terms and Conditions shall only be valid if and insofar as Mobile Vikings explicitly accepts the same in writing.

2. Definitions

The following definitions shall apply for the purposes of the present Terms and Conditions:

- **General Terms and Conditions:** the general terms and conditions applicable to the Services and available on the Mobile Vikings website at <https://mobilevikings.be/en/terms-of-use/terms-and-conditions/>.
- **Company:** the company with which Mobile Vikings has concluded an agreement for the 'Mobile Vikings for Business' service, and which has a company number.
- **Out-of-Bundle Charges:** consumption not included in the User's monthly subscription bundle.
- **Service:** the 'Mobile Vikings for Business' service.
- **Services:** the whole of the mobile services offered by Mobile Vikings (SMS, data and call minutes) and related services (e.g. Viking Deals).
- **eSIM (if applicable):** a SIM card integrated into the User's device. By downloading software, this SIM card can be activated in order to gain access to the Network and use the Services.
- **Physical SIM Card:** a chip card ('Subscriber Identity Module') provided by Mobile Vikings to the User, which must be inserted into a device for use of mobile services in order to access the Network and use the Services.
- **User:** the natural person, or as the case may be, an employee of the Company, who uses the Service(s).
- **Customer Service:** Mobile Vikings' customer service department that can be contacted as set out on the Mobile Vikings website.
- **Monthly Contribution:** the portion of the costs related to the Services provided to the User that are borne by the Company.



- **Network:** the mobile telephony network that Mobile Vikings uses to offer the Services to Users. Mobile Vikings is a mobile virtual network operator (MVNO) and uses the Radio Access Network (RAN) of a mobile network operator (MNO) to provide the Services to Users.
- **Agreement:** all contractual documents between Mobile Vikings and the Company, including these Terms and Conditions.
- **Premium Services:** calls or messages to special numbers for games, ringtones, chat and other services (e.g. public transport, SMS parking) provided by such special numbers.

3. Conclusion of the Agreement

3.1. The Company shall provide Mobile Vikings with such information as Mobile Vikings may deem necessary for concluding the Agreement.

3.2. By applying for the Service, the Company confirms that it has the necessary power and authorisation to bind the Company. The Company shall immediately notify Mobile Vikings in writing in case of any changes in the data provided. The Company shall be solely responsible for the information provided by it to Mobile Vikings.

3.3. Mobile Vikings reserves the right to require the Company to furnish an unconditional bank guarantee, whether before or during the term of the Agreement, in the following cases: (i) if the Company has outstanding, due and payable debts to Mobile Vikings, or (ii) in case of doubts concerning the Company's identity. If the bank guarantee is not furnished within the specified time limit, Mobile Vikings may reject the subscription request, suspend the Service or terminate the Agreement without the Company thereby acquiring the right to claim any compensation.

3.4. Mobile Vikings may refuse the Company's Service request without being liable to pay any compensation to the Company in the following situations:

- the Company fails to comply with one or more of these Terms and Conditions;
- the Company refuses to provide the information required for concluding the Agreement with Mobile Vikings, or provides false or incorrect information;
- in case of serious doubts concerning the Company's solvency;
- if there is evidence (or suspicion) that the Company has committed fraud or abuse;
- the Company refuses to furnish the unconditional bank guarantee as required by Mobile Vikings.

4. Entry into force and term of the Agreement

This Agreement shall enter into force on the date on which Mobile Vikings receives the acceptance of the Agreement by the Company via the Mobile Vikings Website, and shall be for an indefinite duration, unless explicitly stated otherwise.



5. Changes to the Terms and Conditions

Mobile Vikings may unilaterally alter the Terms and Conditions. Mobile Vikings shall notify the Company of the planned changes(s) in writing (e.g. by email) at least one month before these changes take effect. If the Company refuses to accept the changes, the Company may decide to terminate the Agreement and thus stop the Service.

6. 'Mobile Vikings for Business' Terms and Conditions

6.1. With the Mobile Vikings for Business Service, the Company may opt to bear part of the costs related to the Services provided to the User on a monthly basis (the "Monthly Contribution").

6.2. The Company shall have access to Mobile Vikings' My Business portal. On the My Business portal, the Company enters the Users to whom the Service applies and who are therefore entitled to the Monthly Contribution. The Company guarantees the accuracy and completeness of the data it provides concerning Users. The Company shall be solely responsible for the data provided.

6.3. The Company shall determine the amount of the Monthly Contribution that shall be deducted from the User's bill. Only the Company may change the amount of the Monthly Contribution agreed by it with Mobile Vikings and shall register this change on the My Business portal. The change shall become effective for Users with effect from the next billing period. As long as the User has been designated by the Company as the beneficiary of the Monthly Contribution, the Monthly Contribution shall be renewed on a monthly basis. As soon as this is no longer the case, the User shall no longer be entitled to the Monthly Contribution.

6.4. The User undertakes to pay their contribution towards any costs for the Services as agreed with the Company. If the User has a subscription with a lower cost price than the Monthly Contribution, the Company will only undertake to pay the amount of the subscription.

6.5. The Service shall only apply to (postpaid) subscriptions with a minimum of €15 (including VAT) and not to top-up cards, including Only Data (prepaid).

6.6. Both the Company and the User must accept the terms and conditions applicable to the Service via the Mobile Vikings website before being permitted to use the Service. For the User, these are the 'Mobile Vikings for Business' Special Terms and Conditions – User. The User shall also accept the contractual documents referred to in **Article 6.9** of these Terms and Conditions, unless the User has already accepted these on the grounds of already being a Mobile Vikings customer. The User shall apply for subscription to the Services via the Website. The User shall correctly and fully register and identify themselves on the Website as per the instructions provided. It is possible that a User has to make an initial payment before being permitted to use the Service(s). The User may only apply to their own Company for the reimbursement (if any) of this amount by the Company.



6.7. A User may own several SIM cards – and therefore phone numbers – and be linked to a Company with each phone number. The ‘Mobile Vikings for Business’ Special Terms and Conditions – User apply to each individual phone number held by the User. The User may never belong to more than one Company with the same phone number.

6.8. Mobile Vikings is and remains the owner of the Physical SIM Card. The User has the right to manage the Physical SIM Card. This shall not apply to eSIMs in cases where the User owns the eSIM since it is integrated into their smartphone.

6.9. The Company acknowledges that the use of the Service(s) by the User shall be subject to the General Terms and Conditions (including the Privacy Policy), any other contractual documents of Mobile Vikings, and the ‘Mobile Vikings for Business’ Special Terms and Conditions – User. Amongst other things, the General Terms and Conditions set out the rights and obligations relating to the provision of the Services by Mobile Vikings and the utilisation thereof by the User. The latest version of all these documents may be consulted and downloaded at any time on the [Website](#). The Company confirms that it has taken cognisance of all these documents and furthermore, that it accepts their application. The Company acknowledges that Mobile Vikings may take any action against the User as provided in the aforementioned documents, including the termination of the Services on the grounds of misuse by the User. In the event of contradiction, these Terms and Conditions shall prevail.

7. Obligations and liabilities of Mobile Vikings

7.1. Mobile Vikings shall be responsible for providing the Service to the Company as set out in this Agreement.

7.2. Mobile Vikings undertakes to use all reasonable means to provide the Users with the best possible access to the Network and to provide the best possible Services. Unless explicitly stated otherwise, the obligations of Mobile Vikings shall be considered as a best-efforts obligation. Mobile Vikings shall use all reasonable means to prevent or limit any damage suffered by the User. Mobile Vikings (together with the ‘mobile network operator’ (MNO)) shall make every effort to limit such disruptions to the extent possible and to eliminate them as soon as possible. However, the Company acknowledges and accepts that for the provision of the Services, Mobile Vikings is dependent on the proper operation of the Network, of which Mobile Vikings in its capacity as MVNO (mobile virtual network operator) is not the owner or licensee. Mobile Vikings shall therefore not be liable for damages resulting from losses, disruptions, defects in the quality of and/or maintenance, improvement and/or extension works in connection with the Network, whether in whole or in part or knowingly or unknowingly.

7.3. Mobile telephony is a form of wireless communication and works by broadcasting radio signals. Since these signals can be disrupted by an external source or by obstacles inherent to buildings, vegetation or the topography, perfect transmission cannot be guaranteed everywhere and at all times. Furthermore, the quality of the services also depends on the quality of the device used for mobile services. Mobile



Vikings shall not be liable for any failure in transmission resulting from the above circumstances. In view of the fact that various factors can influence the estimated maximum speed, it is likely that the User shall not reach these levels everywhere and at all times.

7.4. The Customer Service department is available to the Company to respond, insofar as is possible, to its questions, problems and complaints relating to the Service. Conversations between the Company and Customer Service may be recorded or listened to by persons not participating in the conversations themselves for the purpose of training and supervising Mobile Vikings personnel, or for resolving commercial disputes with the Company. The Company shall be notified in advance concerning the same. The Customer Service department may be contacted as set out on the Mobile Vikings website.

7.5. Mobile Vikings shall not be liable for damages resulting from actions taken by the User or the Company, such as:

- the poor, faulty or incorrect use of the Services by the User;
- the malfunctioning, incorrect or unauthorised use of the User's device for mobile services or accessories for this device;
- the use of a device for mobile services without taking the necessary security measures (intrusion, viruses, etc.);
- the misuse of the User's Physical SIM Card or eSIM to the extent that such misuse was facilitated by the User, including as a result of (1) the voluntary or involuntary disclosure of the PIN to a third party, (2) leaving the default PIN unchanged, (3) the use of an overly simple, personal PIN (e.g. 1234, 1111, etc.), (4) theft or loss (in case of a physical SIM card) of the SIM card;
- errors or mistakes when activating the Physical SIM Card or eSIM;
- factors due to the intervention, incorrect or otherwise, of a third party;
- damage to or loss of data.

7.6. Mobile Vikings shall only be held liable insofar as the Company proves that Mobile Vikings has committed a contractual fault, or in the event of intent, fraud or deceit. Mobile Vikings shall only be liable for the foreseeable damage that results directly from its culpable failure under these Terms and Conditions. Mobile Vikings shall not be liable to pay any compensation for immaterial or consequential damages such as, but not limited to, additional costs, loss of revenues and profits, loss or corruption of data, loss of customers or loss of contracts. The liability of Mobile Vikings shall in all cases be limited to the total amount paid by the Company to Mobile Vikings for the Service during a period of six months preceding the cause of damage, and in no event shall it exceed a total amount of €25,000 per year.

7.7. Mobile Vikings shall not be liable or responsible for (1) the content of the User's calls, SMS messages or data traffic, (2) the services (or the billing for such services) provided to the User by third parties over the telephone or accessible via the Services unless otherwise expressly provided by law, (3) the information provided by third parties or accessible through the Services, (4) the transactions concluded by the User by using the Services.



7.8. Mobile Vikings shall not be liable for any damages resulting from the temporary or permanent suspension or termination (whether in whole or in part) of the Services (including the Service) or resulting from the deactivation of the Physical SIM Card or eSIM in accordance with the provisions of these Terms and Conditions, the 'Mobile Vikings for Business' Special Terms and Conditions – User, the General Terms and Conditions or any other contractual documents agreed between Mobile Vikings and the Company/User regarding the Service(s).

7.9. Mobile Vikings shall not be liable for changes arising due to regulations of the Belgian Institute for Postal Services and Telecommunications (BIPT) or other regulatory authorities or force majeure.

7.10. The obligations of Mobile Vikings towards the User in connection with the use of the Service and the Services shall be governed by the General Terms and Conditions (including the Privacy Policy), other relevant contractual documents of Mobile Vikings, and the 'Mobile Vikings for Business' Special Terms and Conditions – User. The latest version of all these documents may be consulted and downloaded at any time on the [Website](#).

8. Obligations of the Company

8.1. The Company undertakes to use the Service provided to it by Mobile Vikings with due diligence pursuant to the Agreement and the prevailing laws and regulations. The Company undertakes to respect the intellectual and other rights of third parties. The Company also undertakes to make normal use of the Service. All other obligations of the Company relating to the use of the Service shall be governed by these Terms and Conditions.

8.2. The Company shall be solely responsible and liable for the performance of its contractual obligations under this Agreement. The Company shall be solely liable for any direct or indirect damage resulting from a breach of any of its obligations under the Agreement. The Company shall compensate Mobile Vikings for the damage caused, without prejudice to any other rights and claims of Mobile Vikings.

8.3. The Company undertakes that the User shall use the Services with due diligence, and solely for their own normal use, in accordance with the General Terms and Conditions (including the Privacy Policy), other relevant contractual documents of Mobile Vikings, the 'Mobile Vikings for Business' Special Terms and Conditions – User, and the prevailing laws and regulations. It is prohibited to use the Services contrary to public order or morality. The Company shall be jointly responsible for the use of the Services and the Service by the Users. The Company shall compensate Mobile Vikings for the damage caused by a User, without prejudice to any other rights and claims of Mobile Vikings.

9. Obligations of the User

The rights and obligations of the User towards Mobile Vikings in relation to the use of the Service(s) shall be governed by the General Terms and Conditions (including the Privacy Policy), other relevant contractual documents of Mobile Vikings, the present Terms and Conditions, and the 'Mobile Vikings for



Business' Special Terms and Conditions – User. The User takes cognisance of these documents and accepts their applicability when subscribing to the Services.

10. Invoicing and payment

10.1. User

10.1.1. The User shall receive a monthly invoice. Such invoice shall contain an overview of the subscription plan selected by the User, their consumption, the total amount payable, and the amount of the Monthly Contribution. The invoice shall specify any Out-of-Bundle Charges and Premium Services that shall be charged to the User in full.

10.1.2. If, after deducting the Monthly Contribution, the User's account shows a balance to be paid, the User shall be bound to pay this balance in accordance with the provisions of the present **Article 10.1**. This balance amount may be due to the following:

- The User has a subscription with a higher cost price than the Monthly Contribution. The User shall be responsible for paying the entirety of the difference between the subscription cost and the Monthly Contribution.
- Amounts that the User is liable to pay for the use of Premium Services and Out-of-Bundle Charges.

10.1.3. The User shall be invoiced and shall pay the monthly bill pursuant to the General Terms and Conditions.

10.1.4. If the User fails to pay the invoice on the due date after having received several reminders, Mobile Vikings shall be entitled to limit the User's Services to the minimum service or to terminate the Services in accordance with the General Terms and Conditions. The User and the Company shall be notified of the same in writing in advance. The User's Services shall be restored immediately upon payment of the respective invoice(s).

10.2. Company

10.2.1. The Company shall receive a monthly invoice. The Invoice shall be sent to the email address provided by the Company, unless the Company has specified that it wishes to receive a hard copy of the Invoice. The Company shall contact Customer Service in this regard.

10.2.2 Invoices must be paid within the period stated on the invoice.

10.2.3. The invoice shall state the amount of the Monthly Contribution that the Company shall pay directly to Mobile Vikings for its respective Users.

10.2.4. Mobile Vikings shall notify the Company in writing in case the invoice is not paid by the due date. If the invoice is not paid by the due date, Mobile Vikings may, without further notice, charge interest at



the statutory interest rate to the invoice amount. If Mobile Vikings engages a third party to collect the debt, Mobile Vikings shall be entitled to charge a fixed compensation of 10% of the invoice amount without prior notice.

10.2.5. If the Company fails to pay the invoice after having received several payment reminders, Mobile Vikings shall be entitled to limit the Users' Services to the minimum service. In the case of a minimum service, the User may continue to receive phone calls and text messages, unless these are calls and text messages for which the User has to pay in order to receive them, and shall also have access to emergency services. The Users and the Company shall be notified of the same in writing in advance. The Users' Services shall be restored immediately upon payment of the respective invoice(s) by the Company. If the Company fails to pay the invoice(s), Mobile Vikings shall be entitled to stop the Service to the Company.

10.2.6. Complaints relating to the invoice must be accompanied by a clear statement of the grounds for the same (including the disputed amount) and sent in writing to Customer Service within the expiry date of the invoice. The obligation to pay the disputed sum shall then be suspended. The lodging of a complaint shall not release the Company from its obligation to pay the undisputed portion of the invoice. If Mobile Vikings rejects the complaint, the disputed amount shall be immediately due and payable by the Company within the period specified in the notice received by the Company.

10.5. Mobile Vikings has the right to set off any amounts payable to the Company against the amounts payable by the Company to Mobile Vikings under this Agreement. This right of set-off shall not apply to the Company.

11. Refusal or termination of the Service with respect to the User

11.1. Mobile Vikings shall be entitled to refuse or terminate the Service with respect to any User, as the case may be, if:

- the User terminates the relationship with the Company;
- the Company discontinues the relationship with respect to a specific User;
- the User permanently stops using their number or migrates it to another operator, which will end the agreement between the User and Mobile Vikings;
- the agreement between Mobile Vikings and the Company for the Service is terminated, on any grounds whatsoever;
- the User no longer complies with these Special Terms and Conditions;
- there is evidence (or suspicion) of fraud or abuse by the User.

Subject to certain conditions and in certain cases, the User may opt to continue their agreement with Mobile Vikings, however without being entitled to the Monthly Contribution provided by the Company. The User shall be notified of the same in writing in advance. The User may register their decision via their My Viking account or may contact Customer Service.



10.4. Mobile Vikings shall not be held liable by the User or the Company for any damage in case of or as a result of the suspension or termination of the Service(s) in accordance with these Terms and Conditions or any other contractual provisions applicable between Mobile Vikings and the User or the Company. The User or the Company shall not be entitled to any compensation as a result of the loss of the Monthly Contribution.

12. Termination of the Service/Agreement

12.1. Both Mobile Vikings and the Company shall be entitled to terminate the Agreement by registered letter, with immediate effect and without the need for judicial intervention, if the other party commits a material breach of these Terms and Conditions and such party does not remedy or terminate the breach within 15 days after receipt of a notice sent by registered letter specifying the nature of the breach and requesting the defaulting party to remedy or terminate the breach.

12.2. Both Mobile Vikings and the Company shall be entitled to terminate the Agreement by registered letter, with immediate effect, without prior notice and without the need for judicial intervention (i) if the other party becomes insolvent or goes into liquidation, (ii) if a petition for bankruptcy is filed by the other party, (iii) if the other party is declared bankrupt or has become insolvent, (iv) if an attachment before judgment (*precautionary attachment*) or executory attachment is levied on a substantial part of the assets of the other party and such attachment before judgment or executory attachment adversely affects the performance of the obligations of such party, or (v) in the event of any reorganisation under Book XX, Title V of the Code of Economic Law (where applicable, subject to compliance with Section XX.56 of such law) or any similar proceeding by such party.

12.3. If Mobile Vikings decides to discontinue the Service altogether, Mobile Vikings shall notify the User and the Company within a reasonable period of time and the relevant Agreement and Service shall be terminated after such period without Mobile Vikings being liable to pay any compensation.

12.4. Mobile Vikings shall be entitled to terminate the Agreement by registered letter, with immediate effect and without judicial intervention, in the following situations:

- in case of serious doubts concerning the Company's solvency;
- in case of persistent default or late payment by the Company;
- in case of non-compliance with the Terms and Conditions;
- in case of evidence or serious indications of fraudulent action, abuse, use contrary to these Terms and Conditions, or to legal or regulatory provisions, public order or morality, or in a manner that damages the proper functioning or integrity of the Service.

12.5. The Agreement shall be terminated by operation of law on expiry of the operating licences granted by the competent Belgian authorities to the MNO, the Network operator, without Mobile Vikings being liable to issue any notice or pay any compensation.



12.6. In any case, Mobile Vikings or the Company may terminate the Agreement of indefinite duration in writing at any time without being liable to pay any compensation. To this end, the Company shall contact Customer Service, which shall terminate the relevant service as soon as technically possible and issue the Company with a final invoice payable in accordance with the provisions of these Terms and Conditions.

12.7. If the Agreement is terminated, the User shall no longer be entitled to the Monthly Contribution. The User and the Company shall be notified of this in advance in writing (e.g. by email or SMS). Mobile Vikings shall not be held liable by the User or the Company for any damage in case of or as a result of the suspension or termination of the Service(s) in accordance with these Terms and Conditions or any other contractual provisions applicable between Mobile Vikings and the User or the Company. The User or the Company shall not be entitled to any compensation as a result of the loss of the Monthly Contribution.

12.8. Subject to certain conditions and in certain cases, the User may opt to continue their agreement with Mobile Vikings, however without being entitled to the Monthly Contribution provided by the Company. The User shall be notified of the same in writing in advance. The User may register their decision via their My Viking account or may contact Customer Service.

13. Force majeure and unforeseen circumstances

Mobile Vikings may immediately suspend the Services without prior notice or payment of compensation in cases of force majeure or for reasons related to technical operation. Mobile Vikings undertakes to notify the User and the Company to the extent possible and by all appropriate means. Mobile Vikings shall do everything in its power to minimise and resolve any faults as quickly as possible. Mobile Vikings cannot be held responsible for delays or shortcomings in the provision of the Service(s) and the consequences thereof on account of force majeure.

14. Privacy and data protection

14.1. The Company and Mobile Vikings undertake to comply at all times with applicable privacy and data protection legislation such as, but not limited to, the General Data Protection Regulation (“GDPR”). All terms such as “processing”, “personal data” and “controller” shall have the meanings as laid down under the GDPR.

14.2. Mobile Vikings processes the User’s personal data in accordance with its [Privacy Policy](#) during the course of providing Services to the User.

14.3. Mobile Vikings does not share Users’ personal data with the Company, with the exception of the phone numbers of Users that the Company has designated as recipients of Mobile Vikings for Business. Only the contact details (email address) of the Users designated by the Company are provided to Mobile Vikings by the Company. These details will only be used by Mobile Vikings to invite Users to use the Service. For the exchange of personal data, Mobile Vikings and the Company shall always remain independent controllers.



15. Waiver

The fact that one of the Parties does not demand the strict application of one of the provisions of this Agreement at a certain time shall not be construed as a waiver of that Party's rights under this Agreement. This party shall also be entitled, at all times, to demand strict compliance with this provision or with the other provisions of this Agreement at a later date.

16. Nullity

The nullity, impracticability or unenforceability of any clause of this Agreement shall not affect the validity, practicability or enforceability of the other provisions of this Agreement, except where the Agreement would not have continued to exist if the illegal clause had not been present.

17. Assignment of the Agreement

The Company cannot assign the Agreement, neither in whole nor in part, without the prior written consent of Mobile Vikings. Mobile Vikings may assign the Agreement in whole or in part to an affiliated company within the meaning of Section 1:20 of the Code on Companies and Associations.

18. Applicable law

18.1 This Agreement shall be governed by Belgian law.

18.2 In case of disputes concerning the interpretation or implementation of this Agreement, only the courts of Antwerp (Hasselt division) shall have jurisdiction.

Version: June 24th 2021
