



**MØBILE VIKINGS**

# **GENERAL TERMS AND CONDITIONS**

VERSION SEPTEMBER 19, 2022

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## General

These General Terms and Conditions apply to the Services (as defined in Article 5) marketed under the Mobile Vikings brand (hereinafter "**General Terms and Conditions**"). These Services are provided by Mobile Vikings nv, with registered office at Kempische Steenweg 309/1, B-3500 Hasselt, and company number 0886.946.917 (hereinafter "**Mobile Vikings**").

## Article 1: Definitions

- **Payment invitation/Invoice:** the descriptive statement of the costs and fees associated with the Services provided or to be provided to the Viking. An Invoice that Mobile Vikings is required to issue to certain Vikings in accordance with the Belgian VAT legislation shall include a confirmation of the existence of a monetary claim against the Viking. The Viking must provide their VAT number.
- **Subscription:** rate plan whereby an agreement is concluded with the Viking to periodically deliver Services for a definite or indefinite period, which are charged to the Viking via a Payment invitation or Invoice.
- **App:** the mobile application under the current name "My Viking", which Mobile Vikings offers free of charge and which the Viking can download on their mobile device (available on the iOS App Store and Android Play Store).
- **Contract Summary:** a summary of a specific Service of Mobile Vikings, which is provided to the Viking prior to the conclusion of the Agreement.
- **Service(s):** one service or all services offered by Mobile Vikings, namely Mobile Services via a Subscription or Prepaid Card and Internet at Home.
- **Prepaid Card:** rate plan with which the Viking can call, text and/or surf on the basis of prepaid credit and/or fixed quantities of calling minutes, text messages and/or data until the prepaid credit or fixed quantities have been used up.
- **Customer Service:** the customer service of Mobile Vikings that can be contacted as mentioned on the Website.
- **MGM:** Member Gets Member, the process by which a Viking can bring in new Vikings as customers of Mobile Vikings.
- **Mobile Services:** the Services that Mobile Vikings provides via a Subscription or Prepaid Card to enable the Viking to call, text and surf via the Network with a device for use of the Mobile Services.
- **Mobile Vikings equipment:** all devices (modem router, Wi-Fi booster, etc.), including any accessories (cables, etc.) and integrated software, that Mobile Vikings provides directly or through a supplier to the Viking as part of the execution of the Services.
- **My Viking:** the platform of Mobile Vikings on which the Viking can consult all the details of their

Prepaid Card, Subscription, internet connection, usage, etc. My Viking is available via the My Viking app and on the Website.

- **Network:** the mobile telephony network and/or fixed internet network that Mobile Vikings uses to provide the Services to the Vikings. Mobile Vikings is a mobile virtual network operator ("MVNO") and uses the network of a mobile network operator ("MNO") to provide the mobile Services to its Vikings.
- **Number portability:** the implementation of number portability for mobile phone numbers at the Viking's request in accordance with the applicable law.
- **Price list:** the list of prices for specific products and services of Mobile Vikings, as available on the Website.
- **SIM card:** a chip card ('Subscriber Identity Module') made available by Mobile Vikings which must be inserted into a device for the use of Mobile Services in order to gain access to the Network and to be able to use the Services. In some cases, the SIM card is already integrated in the device for using Mobile Services (e-SIM card).
- **Internet at Home or Fixed Internet Service:** the internet access that is installed at the installation address indicated by the Viking which provides the Viking with access to the internet.
- **Viking:** the natural or legal person using the Services.
- **Viking Deals:** the loyalty system of Mobile Vikings whereby the Viking can save Viking Points according to the Special Conditions relating to the Viking Deals.
- **Viking Points:** the points that the Viking can save as part of the Viking Deals, the MGM process or as indicated on the Website or in the communication with the Customer Service, and that they can use to reduce the Payment Invitation or the Invoice.
- **Prepaid credit:** the prepaid credit linked to a Prepaid Card with which the Viking can call, send text messages and surf as long as this credit has not been used up, has become invalid or has been lost as a result of deactivation (as provided for in these General Terms and Conditions, including Article 10).
- **Website:** [www.mobilevikings.be](http://www.mobilevikings.be).

## Article 2: Scope

**2.1** The contractual relationship between Mobile Vikings and the Viking in relation to the provision of the Services is determined by these General Terms and Conditions, the contract application, the Contract Summary, any special conditions and the applicable rates (hereinafter referred to as the "**Agreement**"). Special terms and conditions may be agreed upon between the Viking and Mobile

Vikings for related Services.

In the event of a conflict or inconsistency between the documents of the Agreement, the following descending order of priority applies: the Confirmation E-mail, the Special Conditions of the Service, the General Terms and Conditions and the Contract Summary. All communications preceding the Agreement are superseded by the Agreement and any modification requires the written consent of Mobile Vikings.

**2.2** The Viking confirms to have taken note of these General Terms and Conditions prior to concluding the Agreement and accepts their application to the Agreement. A copy of these Terms and Conditions and other legal documents can be viewed and downloaded at any time on the Website in the section 'Terms of use'.

**2.3** Unless explicitly stated otherwise, the provisions of the General Terms and Conditions are always applicable to all Services of Mobile Vikings, including Subscriptions, Prepaid Cards and Internet at Home.

## Article 3: Application for Services

**3.1** The Viking can access the Network and Services as follows:

The Viking shall apply for a subscription to the Services using the Website. The Viking shall register and identify themselves correctly and completely on the website and apply for the Service(s) in accordance with the instructions provided. The Viking is solely responsible for the accuracy and completeness of the information they provide. The Viking commits to informing Mobile Vikings of any changes in their contact and personal details (e.g. change of address).

When requesting Mobile Services, the SIM card is sent to the address provided by the Viking following a correct and complete application. In the event of a request for a new number (so not in the case of Number portability) or in the event of a request for a SIM card exchange (SIM swap), a one-time administration fee may be charged to the Viking as provided for in the Price List. More information can be found on the Website.

The Mobile Vikings services can also be activated on an e-SIM card. The activation of an e-SIM card is done remotely and is only possible if the Viking's device supports it. More information on e-SIM cards can be found on the Website.

In the case of an application for Internet at Home, the installation is arranged in accordance with Article 4 (see below).

**3.2** Mobile Vikings commits to doing its utmost to activate the SIM card and/or the Fixed Internet

Service as soon as possible - except in exceptional circumstances, by mutual agreement with the Viking, in case of refusal as mentioned in article 3.2 or in case of force majeure - on the condition that Mobile Vikings has a complete file at its disposal.

**3.3** The Viking can also apply to subscribe to the Services via a physical point of sale (e.g. a pop-up store), if available. In this case, the Viking will receive their SIM card (for Mobile Services) and/or the Mobile Vikings equipment (for Internet at Home) at the point of sale after the correct and complete application has been submitted and after payment of the amount due, if any.

**3.4** Mobile Vikings has the right to limit or refuse the application and/or activation of a Viking or a Service, without having to pay any compensation to the Viking, in the following situations, among others:

- if the Viking refuses to accept the General Terms and Conditions or any other contractually required document;
- if the application for subscription to the Services has not been properly completed;
- in the event of evidence or serious indications of fraudulent action, insolvency or non-payment of the Services, which may be evidenced, for example, by a history of non-payment by the Viking;
- if the Viking gives a false, incorrect or incomplete identity when identifying themselves, refuses to prove their identity or cannot prove their identity with a legitimate identity document;
- if the Viking uses identity documents reported as stolen during the identification process;
- if the Viking uses disposable e-mail addresses, which are e-mail addresses intended for one-time or temporary use;
- if the Viking's infrastructure or Network does not support the delivery of the Service, or supports it with difficulty, for technical or other reasons;
- if the Viking's equipment can interfere with the Network;
- in case of evidence or serious indications that the Viking is using the Services contrary to the Agreement, contrary to legal or regulatory provisions, contrary to public order or good morals, or in a way that damages the proper functioning or integrity of the Service.

## **Article 4: Internet at Home Installation**

**4.1** The installation of Internet at Home can be requested by the Viking at the installation address they provided, by making an appointment on the website or through the Customer Service of Mobile Vikings.

**4.2** The internet speed depends on the specific address. The theoretically available minimum and

maximum speed at a specific address can be consulted via the website of Mobile Vikings. More detailed information about the actual speeds at a specific address will be available after activation of the connection via the personal My Viking account on the website of Mobile Vikings.

**4.3** As part of the Application, a speed test is performed at the installation address and a check is made as to whether or not the address can be used to install internet via fibre. If Internet at Home via fibre is available at the installation address, Mobile Vikings only offers Internet at Home via a fibre connection, not via a copper connection (DSL).

**4.4** If a download speed of at least 40 Mbps cannot be guaranteed at the installation address, the application for Internet at Home is rejected. If the Viking still wishes to order Internet at Home, they can do so by contacting the Customer Service. In that case, Internet at Home is installed at the Viking's own risk and Mobile Vikings rejects any warranty regarding the Fixed Internet Service. The Viking accepts that in that case the speeds and other values promised by Mobile Vikings shall not apply.

**4.5** Installation by an installer shall take place at the installation address provided by the Viking on the date chosen by the Viking. The cost of this installation is stated in the Price List and in the Contract Summary. The modem router is included in the subscription fee. The Viking can rent additional hardware from Mobile Vikings (e.g. a Wi-Fi booster) at the prices mentioned in the Price List.

**4.6** The Viking authorises Mobile Vikings to install Mobile Vikings equipment and carry out the required work at the address provided by the Viking. If the Viking is not the owner of the premises where the installation is to take place, they guarantee that they will have obtained the prior consent and authorisation of the owner, to the satisfaction of Mobile Vikings. The Viking must give the Mobile Vikings installer easy access to the places required to complete the installation.

**4.7** A test of the functioning of the Mobile Vikings equipment will take place at the time of the installation by Mobile Vikings. If the Viking does not make any comments about the functioning of the Mobile Vikings equipment at that time, they acknowledge that they have received the equipment in good condition, without any visible defects or faults.

**4.8** The Viking is responsible for the use and safekeeping of the Mobile Vikings equipment as a prudent and reasonable person. The right of use is strictly personal. The Mobile Vikings equipment may not be sold, sublet, converted, pledged or guaranteed, or lent to a third party in any form.

**4.9** Mobile Vikings reserves the right to change, manage and restart the Mobile Vikings equipment at any time, in case of technical problems or to improve the Fixed Internet Service. These changes may be made remotely, automatically and without warning, but it is also possible that new models of Mobile Vikings equipment are launched on the market. As much as possible, Mobile Vikings will try to maintain the compatibility of the old Mobile Vikings equipment with the evolution of the Fixed Internet Service. However, if this compatibility is no longer possible, the Viking must take the necessary measures to replace the Mobile Vikings equipment if they wish to keep their subscription to the Fixed

Internet Service.

**4.10** Mobile Vikings will update the Mobile Vikings equipment to ensure its operation, which may result in a temporary interruption of the Fixed Internet Service. In this case, Mobile Vikings will not be liable for any compensation payment.

**4.11** The Mobile Vikings equipment is leased to the Viking by Mobile Vikings. Mobile Vikings remains the owner of the equipment.

The risks related to the Mobile Vikings equipment are transferred at the time of delivery. The Viking shall be responsible for any damage, loss, theft or destruction of the Mobile Vikings equipment and shall immediately notify Mobile Vikings of such incidents. If the Mobile Vikings equipment needs to be replaced or repaired due to a fault or negligence caused by the Viking, Mobile Vikings reserves the right to charge the Viking a flat-fee compensation as provided for in the Price List.

**4.12** The Viking undertakes to immediately inform Mobile Vikings of any defective Mobile Vikings equipment. Mobile Vikings shall make every effort to repair any defective Mobile Vikings equipment. Mobile Vikings or its subcontractors are solely authorised to modify the Mobile Vikings equipment, as well as to carry out maintenance, replacement (within the limits of available supplies) and any repairs.

**4.13** Mobile Vikings has the right at any time to demand the return of the Mobile Vikings equipment made available to the Viking and the Viking will be offered a similar product.

**4.14** If the Viking has no connection to the Network, Mobile Vikings will investigate whether it can offer a solution. In that case, Mobile Vikings will make an estimate of the work required to meet the Viking's demand and send it to them for approval in advance.

## **Article 5: Content of the Services**

**5.1** The Viking can subscribe to the Mobile Services at the rates and conditions described on the Website and in the relevant Contract Summary. The Mobile Services are available as a Subscription or via a Prepaid Card.

**5.2** The Fixed Internet Service is available at the rates and conditions as described on the Website and in the relevant Contract Summary. The Fixed Internet Service is available as a subscription.

The Vikings can monitor their internet usage on the Website and in the App, or through a request to the Customer Service.

The Mobile Vikings internet connection has an FUP (Fair Use Policy) limit of 3 terabytes per subscription



month in total upload and download capacity.

## **Article 6: Entry into force and duration of the Agreement**

**6.1** The Agreement shall enter into force on the day Mobile Vikings accepts the registered order of the Viking.

**6.2** The Agreement for Mobile Services is concluded for 1 SIM card and possibly for several SIM cards. These SIM cards are linked to a single account.

**6.3** Unless a further term has been agreed upon in special conditions linked to the purchase of a particular Service or product (e.g. agreements with equipment), the Agreement is concluded for an indefinite period. The Viking has the possibility to cancel the Agreement at any time, without giving any reason and at a time of their choosing, in writing or by giving notice of cancellation through the Website.

**6.4** When terminating their Mobile Services, the Viking can request the transfer of their number(s) to a new operator in accordance with Article 17. The Viking shall retain their right for one month after the date of cancellation, unless they waive this right.

**6.5** At the end of the Agreement, the Viking must return the Mobile Vikings equipment in its original state in the manner and within the period indicated on the Website, regardless of the cause. Any costs for returning the goods shall be borne by the Viking. If the return by the Viking or the acceptance of the return by Mobile Vikings does not occur within the indicated period, the Viking will owe a fixed amount as specified in the Price List and will become the owner of the Mobile Vikings equipment. The Viking is obliged to compensate Mobile Vikings for all damages or defects to the Mobile Vikings equipment that are not the result of normal use or wear and tear.

## **Article 7: Amendments to the Agreement, increase in rates or abolition of a rates plan**

**7.1** Mobile Vikings will inform the Viking through the most appropriate channels about any changes to the General Terms and Conditions, its offer or the rates. Information about changes must be provided to the Viking at least 1 month before the changes come into effect. If, following an amendment to the General Terms and Conditions, the Viking does not accept the new conditions of the imposed amendments, the Viking shall be entitled to terminate the Agreement without penalty at the latest three months after the notification of the amendments, unless the proposed amendments can be demonstrated to be exclusively for the benefit of the Viking, are of a strictly administrative nature and

do not have any negative consequences for the Viking, are imposed by or pursuant to legislation that does not leave Mobile Vikings any choice in terms of implementation or - in case of a rate increase - if it concerns an increase related to the consumer price index. In the case of a Prepaid Card, the Viking shall be deemed to accept the new conditions upon the first top-up after notification.

**7.2** If required by the exploitation or the organisation of the Services, Mobile Vikings can change the content or the characteristics of its Services, subject to compliance with article 7.1.

**7.3** If Mobile Vikings decides to stop providing a Service, it will notify the Viking at least three months in advance. Mobile Vikings will not be obliged to pay any compensation to the Viking.

## **Article 8: Telephone number**

**8.1** Every Viking has a unique telephone number for the Mobile Service. This number is and remains the property of Mobile Vikings, except in the case of a Number Transfer. The Viking has no right to demand or retain a specific telephone number, except in case of a Number Transfer. The Viking shall not be entitled to change their telephone number. In case of deactivation, the Viking shall lose the right to use their telephone number (as stipulated in these General Terms and Conditions). After any termination of the Agreement (for whatever reason), the Viking must take into account that the mobile number assigned to them can no longer be retained. However, in accordance with Articles 6.4 and 17 of these General Terms and Conditions, a Viking who cancels his Agreement shall retain the right to transfer their number to a new operator for one month from the date of cancellation, unless they waive this right.

## **Article 9: Services, rates and roaming**

**9.1** The Services available and the applicable rates for these Services vary according to the plan chosen by the Viking. The plans offered and the rates charged are communicated on the Website. The Viking has consulted these prices of Mobile Vikings on the Website, and accepts their application to their use of the Services.

**9.2** Costs incurred through usage outside the territory of Belgium, but within the European Union (the detailed list of countries concerned can be found on the Website in the section "Roaming"), will be charged at the standard domestic rate (Roam Like At Home ("RLAH")), with the exception of communication from Belgium to a foreign number. This applies to use both inside and outside the bundle. Other expenses, such as expenses for calls and text messages to numbers of value-added services (special numbers (0800, 0900,...), services provided by third parties and short numbers) from abroad will be charged to the Viking, even if the special number is free in the country in question for local users. More details can be found on the Website in the section "Roaming".

Phone calls and data connections made in non-land areas (for example, from a ship on a cruise or from an aircraft) use satellite networks that correspond to a different geographical area and are considered to be outside the European Union. In that case, the domestic rate (RLAH) does not apply and certain Services may not be available and/or additional charges may apply, as indicated on the Website in the section "Roaming".

The quality of roaming services abroad may differ from the quality provided in Belgium depending on the locally available technology in the visited country, such as the stage of deployment of the technology, the local network coverage, the available speed, etc., as well as other external factors, such as the topography of the country, etc.

In case of any questions or difficulties concerning access to and the quality of the roaming services, the Viking can turn to the Customer Service department in accordance with Article 24.

**9.3** The Viking shall undertake reasonable use of roaming services within the meaning of European law. In order to be able to determine possible abuse or deviant behaviour, Mobile Vikings reserves the right to monitor the usage patterns of the Viking, both in its own member state as well as in other member states of the European Union. Identifying unusual usage behaviour may be based on the following indicators:

- the predominant presence and usage of services in other Member States, compared to the national presence and usage of services in Belgium; or
- long-term inactivity of a specific SIM card which is mainly, if not exclusively, associated with roaming usage; or
- registration and serial usage of multiple SIM cards by the same user while roaming.

If Mobile Vikings observes any abuse of or deviation from the roaming services for texting, calling or surfing based on the aforementioned objective indicators for a period of 4 consecutive months, Mobile Vikings reserves the right to notify the Viking by any appropriate means (e.g. text message, e-mail). In this case, the Viking has 2 weeks to adjust their usage pattern and prove that the SIM card in question is actually (mainly) used in Belgium. If the Viking does not change their usage behaviour within that period, Mobile Vikings can charge extra costs for the entire usage from the day following the date of notification, in accordance with the European regulations and the applicable rates. This surcharge shall cease to apply once the Viking's usage based on the aforementioned objective indicators no longer suggests misuse or abnormal use of the roaming services based on an observation period of 4 consecutive months. If the Viking does not adjust their behaviour, Mobile Vikings reserves the right to block the SIM card.

**9.4** Furthermore, in case of the organised resale of SIM cards to persons who, in the sense of the European regulations, do not officially reside in Belgium or have no fixed ties with Belgium, Mobile Vikings reserves the right to immediately apply any measure necessary to ensure compliance with the

Agreement, including suspension and/or termination, without prejudice to the right of Mobile Vikings to claim damages.

**9.5** Mobile Vikings shall not monitor the aforementioned usage patterns of a Viking for any reason other than the misuse or abnormal use of the roaming services for calling, texting or surfing.

**9.6** Mobile Vikings shall inform the Viking of the roaming conditions and rates when accessing a member state of the European Union beyond the Belgian land border. Additional warning messages will be sent if certain rate limits, as indicated on the Website, are exceeded. Mobile Vikings can interrupt the mobile internet connection outside Belgium as soon as the amount of the monthly invoice for the mobile internet data usage outside Belgium exceeds the rate plan and possible options with the rates indicated on the Website (e.g. when exceeding by an amount of EUR 60 and EUR 120, incl. VAT, for data usage), after prior notification to Viking.

**9.7** The Viking may, under their own responsibility, waive the system of transparency and rate protection by deactivating the notification messages and mobile internet connection interruptions referred to in Article 9.6. By deactivating these internet connection interruptions, the associated notification messages will not be sent. These notifications can be reactivated by the Viking at any time.

## **Article 10: Prepaid credit**

**10.1** In order to benefit from the Services offered by Mobile Vikings on the basis of a Prepaid Card, the Viking needs to top up their SIM card by purchasing prepaid credit of their choice via the Website or the App or, if applicable, via a point of sale, according to the available plans and rates and the payment methods indicated. The bundles offered have a validity period of one month. Without renewal, other rates may be applied as set out on the Website and in the Contract Summary.

**10.2** The Viking can benefit from the Services available to them in accordance with the rates applicable to the Viking under the Prepaid Credit, as long as this value has not been used up, has become invalid or has been lost as a result of deactivation (as provided for in these General Terms and Conditions). Irrespective of the remaining Prepaid Credit, except in the event of deactivation, the Viking can continue to receive telephone calls and text messages, unless these are calls and text messages for which the Viking has to pay in order to receive them, and they also have access to first-aid services.

**10.3** The validity of the prepaid credit is limited to 6 months after purchase. When the validity period expires, the Viking may lose the units they have not yet used. If no top-up or paid use is registered on the SIM card after 12 months, the Viking shall be notified thereof, after which the SIM card may be blocked and the associated phone number cancelled if the Viking does not make a new top-up or paid use.

**10.4** In the event of a Number Transfer and in case of an effective switch to a new operator, under

certain conditions and at their explicit request, the Viking shall be entitled to reimbursement by Mobile Vikings of the unused Prepaid Credit if applicable and if the term mentioned in article 10.3 has not expired. If the Viking transfers their phone number to a new operator, they can submit a request for reimbursement to Mobile Vikings within a period of one month from the date of the effective transfer of their number to the new operator. Conversely, when the Viking requests to transfer their number to Mobile Vikings and this transfer is effective, they must contact their former operator to request reimbursement of their remaining Prepaid Credit.

Mobile Vikings may charge an administrative fee for the reimbursement, as indicated in the Price List. This fee will be deducted from the reimbursement. If the remaining Prepaid Credit does not cover these costs, no reimbursement will take place.

Further information on this right, the procedure for requesting a reimbursement, the conditions under which a reimbursement is possible and information on the administrative fee can be found on the Website. Reimbursement requests can only be made for Number Transfer applications submitted after the entry into force of the applicable law. The provisions regarding the reimbursement of call credit may be modified depending on the evolution of the legislative framework.

In all other cases, the Viking shall not be entitled to reimbursement by Mobile Vikings of the unused Prepaid Credit, including in the event of invalidation or deactivation as mentioned above.

## **Article 11: Identification of the Viking when using a Top-up Card**

**11.1** Vikings with a Prepaid Card must correctly identify themselves in accordance with the *Royal Decree on the identification of the end user of mobile public electronic communication services provided on the basis of a prepaid card of 27 November 2016* in a manner recognised by the legislator and chosen by Mobile Vikings, whenever Mobile Vikings requests it. Mobile Vikings reserves the right to delete or add new identification methods. If the Viking does not provide identification or does so in an incorrect manner within the specified period, this will result in the Viking not being able to call, text and surf (anymore).

Mobile Vikings has the right to refuse the activation of the SIM card or block the SIM card if it has doubts about the reliability of the identification data.

**11.2** The Viking must use the Prepaid Card themselves and may not hand it over to a third party, except:

- parents, grandparents, children, grandchildren, brothers or sisters;
- their spouse or a person with whom a declaration of legal cohabitation has been signed;

- a guardian or guardians of the Viking;
- a natural person who provides services on behalf of the legal person having purchased the Prepaid Card, provided that this legal person keeps an updated list whereby the relationship between a Top-up Card and the natural person to whom this card has been allocated may be confirmed;
- a third party who has previously identified themselves to Mobile Vikings (if offered by Mobile Vikings);
- or where the Prepaid Card has been purchased on behalf of intelligence and security services, law enforcement services or the authorities designated by ministerial decree pursuant to law.

**11.3** The Viking must inform Mobile Vikings within 24 hours of a defect, theft or loss of the Prepaid Card. In such cases, the Viking may request a new one in accordance with Articles 14.4.2 and 14.4.3. The new Prepaid Card will have the same Prepaid Credit and expiry date as the lost, stolen or defective card, insofar as it has not been reimbursed.

**11.4** More information can be found on the Website and in the aforementioned Royal Decree.

## **Article 12: Suspension and termination of the Agreement**

**12.1** In case of a Prepaid Card, Mobile Vikings has the right to deactivate the SIM card unilaterally and without any right to compensation for the Viking, if the Viking has not made a top up of their Prepaid Credit for a consecutive period of 365 days or undertakes an action that consumes credit (e.g. premium SMS traffic). The Viking shall receive a message informing them of the deactivation.

**12.2** Mobile Vikings has the right to unilaterally deactivate the SIM card or suspend or terminate the provision of the Services in whole or in part, temporarily or permanently, without prior notice and without any right to compensation for the Viking, in the following cases:

- when there is evidence or serious indication of fraudulent conduct by the Viking;
- in case of evidence or serious indications of manipulation of the Network in order to obtain Services without paying for them, or to support criminal activities;
- in case of use of the Services contrary to the Contract, to legal or regulatory provisions, to public order or morality, to the Conditions of Use of Internet at Home (as available on the Website), or in any way that damages the proper functioning or integrity of the Service;
- in case of evidence or serious indications of insolvency of the Viking;
- in case false, incorrect or incomplete identification information was given, refusal of the Viking to prove their identity at the time of identification or the use of identification documents reported as stolen;

- in case of non-compliance by the Viking with these General Terms and Conditions or any other contractual obligations towards Mobile Vikings;
- if the Viking has repeatedly defaulted on payment to Mobile Vikings;
- if the Viking still remains in default of payment after the minimum service has been established or the Service has been suspended in accordance with Article 21;
- in case of an abnormal increase of the average usage by the Viking, as reasonably estimated by Mobile Vikings;
- in response to a court order or on first request of the judicial or law enforcement authorities;
- in case of theft or loss of the SIM card, as brought to the knowledge of Mobile Vikings in any way;
- in the event of disturbances, in, on or to the Network;
- in case Mobile Vikings is prevented from using the Network for any reason;
- if the Viking uses a mobile service or internet device that causes interference on the Network, or is not approved according to the applicable standards;
- in the event of force majeure;
- if the Viking uses disposable e-mail addresses, which are e-mail addresses intended for one-time or temporary use;
- in case of evidence or serious indications of abuse or fraud in relation to Viking Deals;
- in case Mobile Vikings, in all reasonableness and after having exhausted all remedies through the Customer Service and the Telecommunications Ombudsman Service, cannot offer a solution to the Viking;
- in case of misuse of the Mobile Vikings equipment;
- in all other cases stipulated in these General Terms and Conditions.

Mobile Vikings is not obliged to deactivate, suspend or terminate the Agreement of the Viking in any of the cases mentioned in this article.

**12.3** In any case, Mobile Vikings can terminate the Agreement of indefinite duration in writing at any time without compensation, with a notice period of two months.

**12.4** When the Fixed Internet Service is terminated, the Viking shall return the Mobile Vikings equipment delivered in accordance with the provisions of article 6.5.

**12.5** These measures do not affect Mobile Vikings' right to demand full payment of all outstanding amounts.

## Article 13: Performance, obligations and liability of Mobile Vikings

**13.1** Mobile Vikings undertakes to use all reasonable means to provide the Viking with the best possible access to the Network and to deliver the Services in the best possible way. Unless explicitly stated otherwise, the obligations of Mobile Vikings shall be considered as best-efforts obligations. Mobile Vikings will use all reasonable means to prevent or limit the damage suffered by the Viking. Mobile Vikings asks the Viking to show understanding. Mobile Vikings (together with the mobile network operator (MNO)), make every effort to minimise network disruptions and resolve any issues as quickly as possible. However, the Viking acknowledges and accepts that Mobile Vikings is dependent for the delivery of the Services on the correct operation of the Network, of which Mobile Vikings in its capacity as MVNO is neither the owner nor the licensee. Mobile Vikings shall therefore not be liable for any damage resulting from complete or partial, intentional or unintentional, failure, malfunction and/or maintenance, improvement and/or extension of the Network.

### 13.2 Mobile Services

**13.2.1** 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. Since several factors can influence the estimated maximum speed, it is unlikely that the Viking shall be able to attain these values continuously and in all locations.

**13.2.2** Mobile Vikings will provide the Viking with a SIM card, which the Viking needs to place in their device to get access to the Network and Services. Access to the SIM card is secured by a PIN code which may be used by the Viking according to the instructions in the device manual. Mobile Vikings guarantees that the SIM card is in accordance with the description given by Mobile Vikings, that the SIM card is suitable for the use that the Viking and Mobile Vikings have agreed upon and that is customary for SIM cards, and that this SIM card offers the quality and performance that the Viking may reasonably expect from a SIM card. Mobile Vikings shall be liable towards the Viking for any lack of conformity that exists at the time of delivery of the SIM card and that manifests itself within a period of two years starting from the aforementioned delivery in accordance with Article 1649 bis and following of the Civil Code.

**13.2.3** Mobile Vikings is not liable or responsible for (1) the content of calls, text messages or data traffic from the Viking, (2) the services (or the charging for such services) provided to the Viking by third parties over the telephone or accessible through the Services unless otherwise expressly provided for by law, (3) the information provided by third parties or accessible



through the Services, (4) the transactions concluded by the Viking using the Services. Mobile Vikings shall not be liable for any damage resulting from the temporary or permanent, full or partial suspension or termination of the Services or from the deactivation of the SIM card in accordance with the provisions of these General Terms and Conditions.

### **13.3** Internet at Home

**13.3.1** Mobile Vikings undertakes to use all means at its disposal to ensure the Viking access to the Fixed Internet Service, as well as to ensure the security of the Network. However, Mobile Vikings does not provide any warranty, either express or implied, as to the ability of the Service to meet the Viking's expectations or needs, or as to the faultless or uninterrupted operation of the Service. The internet speed depends on the specific address. The theoretically available minimum and maximum speed at a specific address can be consulted via the website of Mobile Vikings. More detailed information about the actual speeds at a specific address will be available after activation of the connection via the personal My Viking account on the website of Mobile Vikings. The Fixed Internet connection may be affected by various factors, as a result of which the advertised values and speeds may not be attained everywhere and at all times. The factors that may affect the internet connection are described on the Website.

The Viking acknowledges and accepts that the minimum download speed at the installation address must be 40 Mbps to be able to order Internet at Home. If the Viking wishes to order Internet at Home although this speed is not reached, Internet at Home will be installed at their own risk and Mobile Vikings rejects any warranty regarding the Fixed Internet Service. The Viking accepts that in that case the speeds and other values promised by Mobile Vikings shall not apply.

**13.3.2** Mobile Vikings will deliver to the Viking the required Mobile Vikings equipment, which will be installed at the installation address by a Mobile Vikings installer or by the Viking themselves (self-install). Mobile Vikings guarantees that the Mobile Vikings equipment is in accordance with the description provided by Mobile Vikings, that the Mobile Vikings Equipment is suitable for the use agreed upon between the Viking and Mobile Vikings, and that such Mobile Vikings equipment provides the quality and performance that the Viking may reasonably expect.

**13.3.3** Mobile Vikings undertakes to activate the service within the period specified in the communication addressed to the Viking.

**13.3.4** Mobile Vikings cannot be held responsible for the content of any communications or messages, nor for any delay in their transmission over the Network, nor for any delay in gaining access to the internet. Mobile Vikings disclaims any liability for viruses, unsolicited e-mails, intrusion into the user's computer through unsecured ports and for other forms of computer crime committed by third parties.

**13.3.5** Mobile Vikings cannot be held responsible for services offered by third parties and accessible through the Network, nor for the resulting invoicing and transactions. The Viking accepts that Mobile Vikings does not act as an intermediary and is not a party to the agreements that are entered into between a third party and a Viking through the Services provided by Mobile Vikings.

**13.4** A Customer Service department is available to the Viking to provide answers to its questions, problems and complaints about the Services where possible. Conversations between Mobile Vikings and the Customer Service may be recorded or listened to by persons who are not participating in the conversations for the purpose of training and supervising Mobile Vikings staff or resolving commercial disputes with Mobile Vikings. The Viking shall be informed of this in advance.

**13.5** Mobile Vikings shall make all reasonable efforts to solve the Viking's problems as soon as possible.

Without prejudice to the previous article, in the event of persistent breakdowns or interruptions, the Viking shall be entitled to reimbursement of the subscription fees corresponding to the duration of the interruption, unless the interruption is attributable to the Viking or another operator.

**13.6** Mobile Vikings is not liable for damages resulting from actions taken by the Viking themselves:

- the inappropriate or incorrect use of the Services by the Viking;
- faulty or unlawful use of the Mobile Viking Services device or accessories of this device or of the Mobile Viking Internet at Home equipment;
- the use of a device for mobile services or devices used to access the internet (computer, laptop, etc.) without taking the necessary security measures (intrusion, viruses, etc.);
- the misuse of the Viking's SIM card insofar as such misuse is the responsibility of the Viking, among others, as a consequence of (1) the voluntary or non-voluntary disclosure of the PIN code to a third party, (2) leaving the default PIN code unchanged, (3) the use of an excessively simple personal PIN code (e.g., 1234, 1111, etc.), (4) loss or theft of the SIM card;
- errors or mistakes when activating the SIM card or topping up the Prepaid Card;
- factors due to the intervention, incorrect or otherwise, of a third party;

**13.7** Mobile Vikings shall only be liable for the foreseeable, personal and certain damage directly resulting from its gross contractual fault or negligence. Mobile Vikings shall not be liable for any compensation for immaterial or consequential damages including, but not limited to, additional costs, lost revenues and profits, loss or corruption of data, loss of customers or loss of contracts.

**13.8** Mobile Vikings cannot be held responsible for information transferred or stored by the Viking or by any third party using the Services. The communication and dissemination of such information by the Viking is done at the Viking's own risk. The Viking shall take all the necessary measures to protect

the confidentiality and integrity of its data, in particular against viruses and cybercrime. They must at all times keep a copy of all their data on an independent carrier and are requested to update this copy.

**13.9** The liability of Mobile Vikings towards the Viking shall, for each event giving rise to this liability, be limited to the total amount paid by the Viking to Mobile Vikings in the framework of this Agreement in the 6 months preceding the event giving rise to the damage (excluding any one-time costs). Furthermore, Mobile Vikings' liability towards the Viking shall in no event exceed a cumulative amount of EUR 200,000 per calendar year.

No limitation of liability shall apply in case of physical damage or death attributable to Mobile Vikings or in any other case not permitted by law.

**13.10** Mobile Vikings cannot be held responsible for damages in case of or resulting from the suspension or termination of one or more Services in accordance with the General Conditions, changes in law, changes resulting from regulations of the Belgian Institute for Postal Services and Telecommunications (BIPT) or other regulatory authorities, or force majeure.

**13.11** Mobile Vikings reserves the right, at its own initiative and without prior notice, to take the necessary measures if the security, integrity or proper functioning of its Services or Network (or that of its subcontractors or suppliers) is or could be compromised or in case of fraud or abuse, without Mobile Vikings being liable for any compensation. These measures may include, in particular, the activation of protective measures or the suspension or restriction of the Viking's access to the Service. Mobile Vikings shall not be liable to the Viking for any consequences that may result from the implementation of these measures.

**13.12** Proof of the performance or non-performance of the Agreement may be provided by the parties by any means, including data and statements from the systems of Mobile Vikings or third parties. The Viking and Mobile Vikings consider these data and overviews to be authentic, unless proven otherwise.

## **Article 14: Rights, obligations and liability of the Viking**

**14.1** The Viking can access the Services in accordance with the conditions of the Agreement. Mobile Vikings reserves the right, however, to make the payment of a deposit or bank guarantee a suspensory condition for the Agreement.

**14.2** The Viking shall use the Services as a normal, careful user for personal use only, in accordance with the provisions of the Agreement, the applicable statutory provisions and the customs relating to public order and morality, and will take all necessary measures to prevent incorrect or unauthorised use of the Services. The following shall not be considered normal use (this list is non-exhaustive):

- any use with the intent to divert communications, directly or indirectly, or with the intent to resell in any way the Services to third parties, without the prior written consent of Mobile Vikings;
- any use that makes it impossible to perform certain functions of the Network reliably and correctly. More specifically, reliable and correct performance means: passing on the caller's identification number (unless instructed otherwise by the caller), passing on the IMEI number of the device from which the call is made, intercepting and recording communications pursuant to an order from a competent judicial or administrative authority, or recording and storing call and identification data;
- use in such manner that the identification or the localisation of the caller in case of an emergency call is no longer possible, or whereby the Network is overloaded, or the proper functioning of the Network is disrupted;
- use with the purpose of avoiding the connection fees charged by Mobile Vikings;
- fraudulent use of the Service, and in particular the use of the Service for the purposes of a call centre or a SIM box, or making the Service available to third parties;
- any use other than that communicated to Mobile Vikings by the Viking at the time of concluding the Agreement for the Service;
- use that in any manner significantly differs from the average consumption of Services amongst the various Vikings in terms of frequency, distribution between various types of communication (such as telephone, data transmission, text, etc.) or connection time;
- misuse or fraud in relation to Viking Deals;
- any use of the Service that is aimed at abusing the Service, such as unreasonable use towards premium numbers whereby such usage is aimed at converting Prepaid Credit into cash, vouchers, or activation or access codes;
- Machine to Machine (M2M) applications, except in the case of data-only products. M2M refers to direct communication between two devices in a (semi-)automatic way with the aim of exchanging information or performing actions, controlled by software, without direct human intervention;
- any other use which is contrary to the applicable General Terms and Conditions and the Conditions of Use of Internet at Home (as described on the Website).

In each of these cases Mobile Vikings reserves the right to limit the delivery of the Services and/or to suspend and/or terminate the Agreement in accordance with Article 12. For this purpose, Mobile Vikings has the right to monitor the volume of usage of its Services.

Mobile Vikings can prove the above-mentioned prohibited uses by any means, including data and records coming from its own systems or those of other telecommunications network operators through which the communication has passed. The Viking and Mobile Vikings consider these data and

statements to be true until proven otherwise.

**14.3** The Viking shall be obliged to take all necessary precautions to safeguard the confidentiality of all identifiers such as PINs, passwords and others (hereinafter "Identifiers") transmitted to the Viking. The Viking is responsible for any misuse or abuse resulting from the voluntary, accidental or unintentional disclosure of these Identifiers. Any use of the Services after the introduction of the Identifiers shall be deemed to be made by the Viking or with the Viking's consent. The Viking who transfers, loses, copies or lends codes, or whose codes are stolen shall immediately inform Mobile Vikings. The Viking must take all the necessary measures to ensure that their software is compatible with the Mobile Vikings software, in particular with regard to anti-virus systems.

#### **14.4** Mobile services

**14.4.1** Mobile Vikings is and remains the owner of the SIM card. The Viking undertakes not to transfer it except as provided for in these General Terms and Conditions, not to assign it, not to rent it out, not to destroy it, not to let it be used by third parties in any way, and not to damage it in any way.

**14.4.2** The Viking shall take all necessary precautions to prevent the SIM card from being used incorrectly or unlawfully. Any attempt to copy the technical identification data of the SIM card and any fraudulent or illegal use of the SIM card is prohibited. The Viking undertakes not to subject the SIM card to any decompilation, analysis or retrofitting techniques, not to create any derived software and not to use the SIM card in any way other than that provided for in these General Terms and Conditions.

**14.4.3** The Viking is liable for all damages caused to Mobile Vikings or third parties as a result of the use, by whomever and in whichever device for mobile services, of the SIM card, even in case of theft or loss. In case of loss or theft of the SIM card, the Viking shall remain liable for the use and payment until they inform Mobile Vikings and ask for the temporary suspension of the SIM card. The Viking shall then receive a new SIM card and the Service shall be reactivated. The Viking is solely responsible for the correct insertion of the SIM card in their device for the use of mobile services.

**14.4.4** Should the SIM card have been blocked or damaged due to improper handling by the Viking, a new SIM card shall be provided upon written request of the Viking for which an administrative fee may be charged. If the SIM card is defective due to a manufacturing error or poor configuration, a new SIM card shall be delivered to the Viking free of charge with the same characteristics (same Prepaid Credit, rate plan, etc.) as the defective SIM card.

**14.4.5** The SIM cards may only be used in individual devices for mobile services and are exclusively intended for personal use and may under no circumstances be used for resale of communications or rerouting. The purchase of an abnormally high number of SIM cards is considered as unauthorised non-personal use. In these cases, Mobile Vikings reserves the

right to deactivate the SIM card(s).

**14.4.6** The Viking is prohibited from sending text messages via the Network that contain or consist of any commercial message or from directly or indirectly commercialising the Services, in whole or in part. In order to prevent misuse, the Viking is obliged to change their personal PIN code as soon as they receive the SIM Card. The Viking is responsible for keeping this code strictly confidential.

**14.4.7** The Viking may only use the Services of Mobile Vikings in a device for use of mobile services that meets the applicable standards and is in perfect condition. The Viking shall strictly abide by the user manual of the device. They shall be responsible for its replacement if, for technical reasons linked to the device, it cannot access the Network or is not suitable for using certain Services. The use of any device for the purpose of making or receiving bulk text messages or calls, including SIM boxes or mobile phone gateways, is prohibited. The Viking accepts that calls from or to unauthorised devices may be blocked automatically and without any prior warning and that such use gives Mobile Vikings the right to suspend or terminate the Agreement. The Viking acknowledges to have taken notice of the risks relating to the use of a mobile telephony device, in particular when driving a vehicle, when refuelling, or in the vicinity of fuel and explosives, and of the interference that use of the same may cause to medical equipment and in aircraft.

**14.4.8** The rate plans with unlimited volume aim at normal, personal, private use of the Services in the framework of an unlimited offer. They are exclusively reserved for mobile service devices; any other use is prohibited. This normal use allows for very intensive use. Fraud (such as commercial use, in particular for call centre or SIM box purposes, and/or usage by third parties), unfair use, or in general, use that is not in accordance with the use that may be expected of a Viking having concluded an Agreement shall not be considered normal use.

Use will be considered fraudulent in the following cases, for example (non-exhaustive list):

- the Viking regularly spends over 6 hours per day and/or 30 hours per week in call time;
- the Viking regularly spends over three consecutive hours on a call and/or on calls that are immediately resumed after disconnecting;
- the Viking sends more than 1,000 text messages per day and/or 10,000 text messages per month;
- the Viking regularly uses more mobile data per month than the amount of mobile data used on average by all Vikings with an unlimited offer;

- The Viking's mobile data usage places an abnormal burden on the Network and/or may adversely affect the experience of other Vikings.

In any of these cases, Mobile Vikings reserves the right to limit the delivery of the Services and/or to suspend and/or terminate the Agreement.

#### **14.5 Internet at Home**

**14.5.1** The Viking must comply with the "Terms of Use for Internet at Home", as published on the Website, which list the rules of use. These conditions are an inseparable part of the Agreement.

**14.5.2** Mobile Vikings may block certain content in accordance with the "Terms of Use for Internet at Home".

**14.6** Except in the case of a transfer of the Agreement, the Viking is and remains solely responsible for fulfilling their obligations in the framework of the Agreement, even if they have activated multiple SIM cards. The Viking shall be held solely liable for all damages resulting from not meeting one of their contractual obligations.

**14.7** The Viking shall be liable for and shall indemnify Mobile Vikings for all damages suffered by Mobile Vikings, and for all claims for damages from third parties directed to Mobile Vikings, as a result of the careless, negligent, fraudulent, wrongful or unlawful acts of the Viking in using the Services provided by Mobile Vikings.

## **Article 15: Withdrawal from the Agreement**

**15.1** As the Agreement is concluded at a distance, the Viking, as consumer, has the right to notify Mobile Vikings that they wish to withdraw from the Agreement, without giving any reason and without being held liable for any compensation, within a period of 14 calendar days, starting on the day following the receipt of the SIM card (for Mobile Services) or of the Mobile Vikings equipment (for Internet at Home). If the SIM card was activated via Number Transfer, the term starts on the day the SIM card was activated.

This right is solely applicable to natural persons acting exclusively for personal purposes, i.e. not in the course of their commercial, industrial, craft or independent activities.

In order to meet the withdrawal deadline, it shall be sufficient for Viking to send their communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

**15.2** To exercise the right of withdrawal, the Viking needs to inform Mobile Vikings through an

unambiguous statement by sending an e-mail to [info@mobilevikings.be](mailto:info@mobilevikings.be) or by sending a letter to the customer service of Mobile Vikings, Mobile Vikings nv, Kempische Steenweg 309/1, B-3500 Hasselt. The Viking may use [the model withdrawal form](#) but shall not be obliged to do so.

**15.3** The conditions of the right of withdrawal and further information are available on the Website in the section 'Right of Withdrawal'.

## **Article 16: Transfer of the Agreement, removal and death**

**16.1** Mobile Vikings may, after having notified the Viking, transfer their rights and/or obligations in the framework of the Agreement, in whole or in part, to a third party without the consent of the Viking and without the latter being able to claim any compensation in connection with this transfer. Right of cancellation without charge shall be provided to the Viking if this involves a change to the Agreement within the meaning of Article 7.

**16.2** The Viking can only transfer their rights and obligations in the framework of this Agreement with the explicit, written consent of Mobile Vikings. The transferor and the transferee shall agree on the transfer and notify Mobile Vikings accordingly. The transfer shall be free of charge and shall include the transfer to the transferee of all rights and obligations in the framework of the Agreement from the acceptance of the new Viking by Mobile Vikings.

**16.3** A Viking who moves can request the transfer of the Internet at Home Service to their new address. Mobile Vikings shall do its utmost to carry out the transfer, if technically possible. Mobile Vikings may charge a fee for this, as specified in the Price List. Certain functionalities or Services used by the Viking may not be transferable for technical reasons. Mobile Vikings shall not be liable for any damages in this respect.

More information on moving for Vikings with a Fixed Internet connection is available on the Website.

**16.4** In the event of the Viking's death, the Agreement will continue as part of the estate. The Agreement can be terminated by a person who can present Mobile Vikings with proof of death.

## **Article 17: Number Transfer Mobile Services**

**17.1** The Viking can request the transfer (also known as porting) of their number to another operator by contacting the latter. The new operator shall take the necessary steps with Mobile Vikings on behalf of the Viking regarding the transfer of the number and the end of the contractual relationship between the Customer and Mobile Vikings. The Viking can request the transfer of their number up to 1 month after the cancellation date of their Agreement with Mobile Vikings if they have explicitly



cancelled the Agreement themselves.

The new operator shall take the necessary steps with Mobile Vikings on behalf of the Viking regarding the transfer of the mobile number and the end of the contractual relationship between the Viking and Mobile Vikings. In this framework, only phone numbers can be transferred, not the Services of Mobile Vikings. Only numbers that are active at the time of the number transfer request can be transferred. During the transfer of the number, the Viking may be unreachable on the telephone number in question for some time. Mobile Vikings is not liable for any damage resulting from this.

**17.2** Mobile Vikings reserves the right to refuse the transfer:

- if the operator to whom Viking wishes to transfer the number does not comply with the relevant legal procedure;
- in the event of proven or suspected fraud on the part of the Viking or of a third party.

**17.3** If the Viking was previously a customer of another operator and is switching to Mobile Vikings, the latter shall take all the necessary measures for the number transfer to go as smoothly as possible after confirmation of the request for the number transfer by the former operator. Technical barriers may prevent the transfer. Should the number fail to have been transferred on time, the Viking may be entitled to compensation.

**17.4** In the event of a delay in transfer at the request of the Viking, the latter may be entitled to compensation as provided for by law. For more information on the amounts of this compensation and the transfer procedure, please visit the website of the Belgian Institute for Postal Services and Telecommunications: <https://www.bipt.be/consumenten/vertraging-bij-uw-nummeroverdracht>. Applications for compensation must always be submitted within 6 months of the request to transfer the number.

**17.5** Mobile Vikings cannot be held responsible in case of non-execution, late or incorrect execution of the migration procedure for any reason which can be ascribed to the new operator or the Viking themselves. Mobile Vikings cannot be held responsible in case of a false, incorrect or illegible application.

**17.6** If the Viking requests number porting to a new operator and the porting process fails, Mobile Vikings will keep the number active and the Viking Services associated with it until the porting is successful. Mobile Vikings will continue to offer its services under the same conditions as described in the Agreement to the Viking until the services of the new operator have been activated.

**17.7** The transfer of the number results in the termination of the Agreement relating to the Mobile Services on this number, in accordance with the conditions set out in these General Terms and Conditions. If the Viking wishes to transfer only part of the numbers of which they are the holder, they may be charged for any reconfiguration costs.

## Article 18: Easy Switch

**18.1** A Viking who wishes to migrate their Internet at Home Service(s) to a new operator can apply to this new operator within the Easy Switch regulations as set out in the Royal Decree of 6 September 2016 on the migration of fixed-line services and bundles of services in the electronic communications sector. The Easy Switch ID is listed on each Fixed Internet Service invoice/payment invitation.

Unless explicitly stated otherwise by the Viking, the new operator shall take the necessary steps with Mobile Vikings on behalf of the Viking. However, Mobile Vikings shall refuse the migration if the operator to whom the Viking wishes to migrate the Service does not comply with the legal procedure for the migration.

Further information on the Easy Switch procedure can be found on the Website and in the aforementioned Royal Decree.

**18.2** The migration of the Service results in the termination of the Agreement for the relevant Services and the removal of any additional or optional services related thereto. However, the migration shall not release Viking from their obligations in the framework of this Agreement.

After the migration of the Service, the Viking must return the Mobile Vikings equipment delivered in accordance with the provisions of article 6.5.

**18.3** If the Easy Switch procedure takes longer than provided for in the regulations, the Viking can claim compensation from their new operator.

**18.4** Mobile Vikings cannot be held responsible in case of non-execution, late or incorrect execution of the migration procedure for any reason which can be ascribed to the previous operator or the Viking themselves. Mobile Vikings cannot be held responsible in case of a false, incorrect or illegible application.

## Article 19: Personal data - Telephone directories

**19.1** Personal data is processed in accordance with the Mobile Vikings Privacy Policy. The Mobile Vikings Privacy Policy can be consulted at all times on the Website.

**19.2** At own request, the Viking can be listed with his/her name and mobile phone number in the public directories and intelligence services. This request can be passed on to the Customer Service of Mobile Vikings, provided that the exact data (name, first name or initials, mobile phone number) is specified.

The Viking is responsible for the correctness of the data he/she communicates to Mobile Vikings. Any change to a part of the identification of Viking or of the connection will be recorded as soon as possible

in the database of the intelligence service and the (paper and electronic) telephone directories.

## **Article 20: Intellectual property rights**

**20.1** All intellectual property rights related to the Products and Services (including all documents prepared by Mobile Vikings as part of the Agreement), as well as all trademarks, service marks, trade names, logos or other words or symbols referring to the products and/or services of Mobile Vikings or to the commercial activities of Mobile Vikings in general, shall remain the exclusive property of Mobile Vikings, its Subsidiaries and/or third-party suppliers of Mobile Vikings. The Viking cannot claim any rights to this intellectual property and does not acquire any rights other than those expressly provided for in this Agreement.

**20.2** The Viking acknowledges and accepts that Mobile Vikings equipment is only supplied for the use agreed upon and that it remains the property of Mobile Vikings and/or third parties, who continue to hold the relevant intellectual property rights, even in case of sale of the Mobile Vikings equipment to the Viking. Consequently, the Viking only has a licence for personal use, valid for the duration of this Agreement, for the sole purpose of ensuring the proper provision of the Service. The Viking undertakes not to copy, modify, resell or rent the Mobile Vikings equipment. In addition, in some cases, specific components may be subject to specific licensing conditions. These specific conditions shall be communicated to the Viking for the use of these components, for example when installing or downloading certain software. The Viking who decides to use these components shall be deemed to have accepted the specific licence conditions relating to them. The Viking shall not remove or conceal any reference to ownership, trademarks or other distinctive marks appearing on Mobile Viking equipment, nor shall they remove or conceal the serial numbers of the various components.

**20.3** Any infringement on the intellectual property rights of Mobile Vikings or its third-party suppliers may lead to civil and criminal prosecution.

## **Article 21: Payment Invitation/Invoice - Minimum Service/Suspension of Services**

**21.1** For a Subscription, Mobile Vikings will provide a monthly payment invitation or invoice to the Viking. In case of a Top-up Card, the Viking can consult his top-ups on his personal My Viking account on the website of Mobile Vikings, or request a receipt from Customer Service.

**21.2** In case of proven or suspected fraud or serious doubts about the solvency of the Viking, Mobile Vikings may decide to impose shorter deadlines. The Payment Invitation or Invoice shall be sent to Viking or the third party they have appointed for the payment in accordance with the timeframes set

by Mobile Vikings. More details can be found on the Website. Should the third party in charge of the payment remain in default, this does not release the Viking from their payment obligation and the third party in charge of the payment shall not acquire any right whatsoever to the Services. The Invoice or Payment Invitation shall be sent to or shall be made available on the e-mail address provided by the Viking, unless the Viking indicated a preference for receiving a hard copy of the Invoice or Payment Invitation. Via the Website or the App, the Viking can consult the details of their usage over the last 12 months and their Payment Invitations or Invoices.

**21.3** Payment of the Invoice or Payment Invitation must be made within the period stated on the Invoice or Payment Invitation. The various payment methods are explained on the Website.

**21.4** In the event of non-payment of the Payment Invitation or Invoice no later than on the due date itself, the Viking shall be sent a payment reminder in writing (e.g. by e-mail, text message, letter). Under certain conditions, reminder costs may be charged, as stated in the Price List. If the Viking has a claim against Mobile Vikings, the Viking shall be entitled to the same amount in case Mobile Vikings fails to give the order for reimbursement up to 15 days from the Viking's request for reimbursement.

**21.5** In case of non-payment by the due date as stated in the reminder, the Viking will be in default and Mobile Vikings may charge interest on arrears as from the expiry of the due date as stated in the reminder, at the statutory interest rate calculated on the undisputed amount of the Invoice or Payment Invitation. Non-payment of the Payment Invitation or Invoice within the period specified therein shall constitute grave breach of contract.

**21.6** Under certain conditions, Mobile Vikings may unilaterally decide to limit the Mobile Services to the minimum service or terminate the Agreement as a result of which the Viking's SIM card will be deactivated. The Viking shall be informed thereof in writing and in advance. 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 Viking has to pay in order to receive them, and they shall also have access to emergency services.

However, a minimum service is not guaranteed in the event of persistent failure to pay or persistent late payment, i.e. when the Viking has already benefited from the minimum service in the previous 12 months or when their connection has already been suspended in the previous 12 months, in the event of fraud and in the event of abuse by the Viking.

In case of non-payment of the Payment Invitation or Invoice for the Fixed Internet Service, the Service can be unilaterally suspended or seriously delayed in speed by Mobile Vikings, if after several reminders (as mentioned on the Website) no correct and timely payment has followed, and the Service may eventually be shut down if no payment is made.

The restriction and/or suspension of the Service ends when the Viking has fulfilled their payment obligations. During the entire duration of the minimum service extension or the suspension of the

Service, the payment of all fees remains due.

**21.7** Complaints or disputes regarding a Payment Invitation or Invoice must be clearly justified (including the indication of the disputed amount) and sent in writing to the Customer Service department within the due date of the Payment Invitation or Invoice, without prejudice to the exercise of other legal remedies. The obligation to pay the disputed sum shall then be suspended. After this period, the Viking shall irrevocably have deemed as having accepted the invoiced amount. The submission of a complaint does not release the Viking from their obligation to pay the uncontested part of the Payment Invitation or Invoice. If Mobile Vikings rejects the complaint, the disputed amount shall become immediately due and payable by the Viking within the deadlines indicated in the notification received by the Viking.

Mobile Vikings reserves the right, in the event of partial payment, to allocate the payment received to any other outstanding Payment Invitation or Invoice.

A Viking who has a question about their Payment Invitation or Invoice can contact Mobile Vikings via the different channels mentioned on the Website. If Mobile Vikings and the Viking reach an agreement on a Payment Invitation or Invoice, the Viking agrees that Mobile Vikings will only confirm such agreements via e-mail.

**21.8** Complaints regarding any unjustified decommissioning of the Service(s) or unjustified charging of reminder costs must be submitted within 5 calendar days of the respective decommissioning or date of the reminder. If the complaint is deemed admissible, but can be explained (for example, but not limited to: the Viking performed a manual transfer without using the correct structured communication), the reminder costs charged shall be credited in full. If Mobile Vikings has made a mistake resulting in an unlawful suspension of the Viking's Services or unlawful charging of a reminder fee, Mobile Vikings will be liable for a fixed compensation as mentioned in the Price List.

**21.9** Mobile Vikings reserves the right to request an advance payment, both at the entry into force of the Agreement as well as during the execution of the Agreement, in the following cases:

- in case of proven or suspected fraud or serious doubts about the Viking's solvency;
- in case of abnormal use by the Viking of the Service, i.e. in a way that does not correspond to their normal use (e.g. if the number of units consumed is abnormally high) or does not correspond to the use that another Viking would have made in a similar situation;
- in case of doubts as to the identity of the Viking; or
- if the Viking provides a domicile, permanent residence or billing address abroad for the request of Mobile Services.

## Article 22: Waiver

**22.1** Should one of the parties not require the strict application of one of the provisions of these General Terms and Conditions at a given time, this may not be construed as a waiver of that party's rights under these General Terms and Conditions. This party may also, at any time afterwards, require strict compliance with this provision or with the other provisions of these General Terms and Conditions.

## Article 23: Nullity

**23.1** The nullity, impracticability or unenforceability of one clause of these General Terms and Conditions shall not affect the validity, practicability or enforceability of the other provisions of these General Terms and Conditions, except where the Agreement's existence should be threatened by the absence of such unlawful provision.

## Article 24: Questions, complaints and disputes

**24.1** The Viking can contact Mobile Vikings with questions and complaints regarding the Services via the different channels mentioned on the Website.

**24.2** Mobile Vikings undertakes to solve problems of which it is informed and to which it can respond as quickly as possible. If the Viking is not satisfied with the answer or solution offered by Mobile Vikings, or if the Viking is the victim of malicious calls, they can turn to the Telecommunications Ombudsman Service: Boulevard du Roi Albert II/Koning Albert II-laan 8, box 3, 1000 Brussels, tel. 02 223 09 09, klachten@ombudsmantelecom.be. If the Viking has complaints about their online order, they can also go to the [Online Dispute Resolution Platform \(ODR\)](#).

**24.3** Any dispute regarding the Agreement, its execution or interpretation, which cannot be settled via Mobile Vikings or the Ombudsman Service, will fall under the exclusive jurisdiction of the courts of Hasselt as the place where the obligation arose, unless a special law stipulates a different jurisdiction.

**24.4** The Agreement shall be subject to the laws of Belgium.