

SPECIAL CONDITIONS RELATED TO VIKING DEALS

Mobile Vikings



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Privacy policy

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1. SCOPE of application

1.1. These special conditions related to Viking Deals (hereafter "**Special Conditions**") apply, in addition to the provisions of the General Terms and Conditions, to all aspects of the relationship between the Viking and Mobile Vikings regarding Viking Deals. All capitalized terms used in these Special Conditions have the same meaning as defined in the General Terms and Conditions. Additionally, these Special Conditions include specific definitions that apply exclusively to the Special Conditions.

Using Viking Deals via the Viking Deals website (<u>www.vikingdeals.be</u>) (hereafter "Viking Deals Website"), the Viking Deals browser plugin/extension, or the App, constitutes full and unconditional acceptance of these Special Conditions and any modifications to these. Additional specific provisions may also apply to the Viking, such as for certain Viking Deals published on the Viking Deals Website (hereafter "Specific Provisions"). If there is a conflict, the Specific Provisions take precedence over these Special Conditions. Also, the general terms and conditions of the Partner may apply to the relationship between the Viking and the Partner.

- **1.2.** To use Viking Deals, the Viking must meet the following two cumulative conditions:
- Be an 'active' Viking, meaning holder of at least one active SIM card under the Prepaid or Subscription formula and/or a Subscription for Home Internet; and
- Be a natural person acting solely for private purposes, i.e., not in the course of their commercial, industrial, artisanal, or independent professional activities. Therefore, it's not possible to request an invoice from Mobile Vikings when using a Viking Deal.

2. Viking Deals and Viking points

2.1 What

Viking Deals is Mobile Vikings' loyalty program though which the Viking can collect Viking Points in accordance with the Special Conditions. These Viking Points can be used for, among other things, topping up their SIM card or reducing the Invoice/Payment invitation amount of their Subscription. The Viking can also share Viking Points with other Vikings, unless stated otherwise in article 2.3. Each Viking Point is worth €1.

More practical info about Viking Deals and Viking Points can be found here: <u>https://mobilevikings.be/en/viking-deals/</u>.



The Viking can check their Viking Points balance in their digital wallet (hereafter "**Viking Wallet**") via the Mobile Vikings Website and App. The Viking Wallet cannot show a negative balance, and the Viking must immediately settle any negative amount.

Viking Deals only apply to cases as detailed in article 2.2.1 (e.g., online purchases, physical store payments via the *Payconiq by Bancontact* app). They do not apply to purchases by phone. Even if an transaction starts online via Viking Deals but is completed or updated by phone or otherwise, no Viking Points will be awarded.

Viking Points can only be used for the purposes listed above or possible others explicitly confirmed by Mobile Vikings in its communication.

Viking Points can only be earned from an authorized Viking Deals Partner (hereafter "**Partner**"), starting from the activation of the first SIM card or home internet connection of which the Viking holds ownership. A list of authorized Partners is available on the Viking Deals Website.

2.2 How to earn viking points and how are they calculated?

2.2.1. A Viking can obtain Viking Points by (i) shopping online at Partners, (ii) making payments at physical shops using the Payconiq by Bancontact app, (iii) purchasing a gift card (hereinafter 'Gift Card') through the Viking Deals website, (iv) persuading natural or legal persons to become a Viking, (v) receiving Viking Points from another Viking, (vi) linking his "My Viking" account to the account of a Partner, and (vii) participating in certain competitions or promotional offers.

For further explanation on how to obtain Viking Points and the number of Viking Points, as well as how and when the Viking obtains Viking Points, please refer to the Partner's Specific Provisions and/or general terms and conditions.

2.2.2. In case of an online purchase, the purchase transactions can only be registered if the Viking takes the following actions: (1) enable cookies and disable 'do not track function', (2) log in via the Viking Deals Website, the Viking Deals browser plugin/extension or the App, (3) click through to the webshop of the Partner concerned and (4) in case of using the Viking Deals browser plugin/extension, activate the Viking Deal.

Mobile Vikings makes no guarantee that a purchase via Viking Deals from a Partner in combination with savings or discount offers, vouchers or gift vouchers from the relevant Partner will be approved. For example, certain Partners refuse to award Viking Points when using vouchers or gift vouchers.



Mobile Vikings will award Viking Points only if the Partner concerned has approved the purchase transaction. Mobile Vikings has no influence on the decision of the Partner concerned. Mobile Vikings assumes that the reporting by the Partner is correct and accepts no liability to the Viking for incorrect reporting or disapproval of purchase transactions, nor for any damages to the Viking as a result.

If the Viking cancels or returns all or part of the purchase from a Partner, the Viking Points will be forfeited in whole or in part.

2.2.3. In the case of the Viking Deal with *Payconiq by Bancontact*, up to 1 Viking Point can be earned per linked phone number per calendar month. The first payment with the Payconiq by Bancontact app in a calendar month is good for 0.5 Viking Point per phone number, and the next 5 payments will earn 0.1 Viking Point each time.

2.2.4. If Mobile Vikings mistakenly awards Viking Points to the Viking, Mobile Vikings has the right to withdraw these points without any obligation to compensate.

Viking Points are awarded only to the holder of the active SIM Card or fixed internet connection. The recipient of the Invoice/Payment invitation of the Partner concerned is irrelevant.

The conversion and payment of Viking Points into cash (being cash or other liquid assets) is not possible.

If a Partner fails to meet its contractual obligations to Mobile Vikings, Mobile Vikings gives no guarantee that the indicated Viking Points will be awarded to the Viking.

2.3 refusal or withdrawal

Mobile Vikings has the right to unilaterally, without prior notice and without entitlement to damages for the Viking, refuse, or withdraw the specific Viking Deal and/or refuse, or withdraw the award of Viking Points, in the following cases:

- in case of use by the Viking of the Viking Deals/Viking Points contrary to the Special Conditions, the General Terms and Conditions, the Specific Provisions, legal or regulatory provisions, public order or morality, or in a way that damages the proper functioning or integrity of the service;
- upon evidence (or suspicion) of fraud or abuse by the Viking in relation to the Viking Deals/Viking Points or if the Viking attempts to do so. Mobile Vikings considers the following cases, among others, to be fraud or abuse:
 - the sale or auction of Viking Points and the negotiations thereof;
 - the purchase of Viking Points and the negotiations thereof;



- if the Viking has already committed (or attempted) fraud or abuse in the past in relation to the Viking Deals/Viking Points;
- if the Viking has a dispute with Mobile Vikings;
- upon the Viking's reporting a false, incorrect or incomplete identity or the use of identification documents reported as stolen when identifying the Viking;
- pursuant to a court order or at the first request of the judicial or police authorities.

In case of objective suspicions of the existence of one or more of the cases mentioned above, Mobile Vikings has the right to block the Viking Wallet and for a period of time necessary to investigate the circumstances of the case.

If the Viking is guilty of any of the above, Mobile Vikings shall have the right to (i) recall the Viking Points obtained by the Viking, whereby Mobile Vikings may claim compensation from the Viking equal to the amount of Viking Points due if the balance of the Viking Wallet proves insufficient without prejudice to Mobile Vikings' right to claim damages and (ii) terminate the Agreement (namely the Agreement relating to the Services described in the General Terms and Conditions) with the Viking as a result of which the entire Viking Wallet will also lapse.

The Viking cannot assert any claim against Mobile Vikings if the award of Viking Points is refused or withdrawn or if the Agreement is terminated, for any of the reasons mentioned above.

2.4 expiration of viking points

The entire Viking Wallet shall expire if the Viking no longer purchases Services from Mobile Vikings, i.e. no longer has at least one active SIM Card or fixed internet connection. Mobile Vikings will communicate the balance of the Viking Wallet and the date of expiry to the Viking in the most appropriate manner (e.g. via e-mail or SMS) within a period of one month prior to such expiry.

2.5 report dispute

If (i) the number of Viking Points awarded turns out to be erroneous to the Viking's disadvantage, (ii) no Viking Points were awarded or (iii) the application was refused, the Viking may notify Mobile Vikings of this and do so within a period of 3 months after the award to the Viking Wallet in case of (i), within a specified period which varies depending on the Partner after the date of purchase of the relevant product or service from the Partner in case of (ii) or within a period of 3 months after refusal in case of (iii).

This notification is done by the creation by the Viking of a dispute (hereinafter 'Dispute'). In case of a Dispute, the Viking must provide Mobile Vikings with the complete and correct



information and, if applicable, documentation (the original receipt of the purchase of the product or service from the Partner) through the online form available through the Viking Deals Website. If the information (and documentation if applicable) provided is found to be incomplete or incorrect, the Partner will close the Dispute and the Viking will not receive any Viking Points. Unused, refunded, expired or illegally obtained documents (tickets, coupons, invoices, etc.) cannot serve as proof for the award of Viking Points.

The Partner will process the request by the Viking within a maximum of 150 days (provided that the Partner has a complete file) and, if necessary, rectify the submitted Dispute. Mobile Vikings has no influence whatsoever on the decision of the relevant Partner whether or not to rectify the Dispute. Mobile Vikings does not accept any liability towards the Viking.

One can create a dispute only for purchases made by the Viking, who is the holder of the relevant active SIM card or fixed internet connection, through the Viking Deals Website, browser plugin/extension or App.

Mobile Vikings makes every effort to respond to the Dispute as quickly as possible and always strives to find a satisfactory solution.

2.6 right of withdrawal

In application of Article VI 53, 1° and 13° of the Economic Code, the Viking does not have a right of withdrawal when purchasing a Gift Card. This is logical, since the Viking is immediately given the code to use the benefit associated with the Gift Card. The Viking has given his consent with immediate execution and loss of this right of withdrawal when purchasing the Gift Card.

The right of withdrawal also does not apply to other forms of Viking Deals where the Viking gets immediate access to the benefit or service. In the case of an online purchase from a Partner, the general terms and conditions of the relevant Partner apply.

3. general provisions

3.1 liability

Under no circumstances shall Mobile Vikings be liable for any direct or indirect damage to the Viking's devices (such as, for example, smartphones, tablets and computers) resulting from the use of the Viking Deals. Mobile Vikings declines any responsibility in case of interruption, even temporary, of the services associated with the Viking Deals and Viking Points.

Under no circumstances shall Mobile Vikings be liable for any direct or indirect damage resulting from the availability and proper performance of the products and services of the relevant Partner (such as flights, hotel stays, car rentals, operation of products and services).



These services are governed by the terms and conditions of the relevant Partner. Mobile Vikings recommends to carefully consult the applicable general terms and conditions as well as the website of the relevant Partners.

3.2 personal data

Mobile Vikings complies with applicable privacy laws in its relationship with the Viking. For more information on this, please refer to the Viking Deals Privacy Policy below. In addition, Mobile Vikings' general Privacy Policy also applies.

3.3 amendment and termination

Mobile Vikings reserves the right to discontinue the Viking Deals programme in whole or in part (certain parts), without having to provide reasons. In case of discontinuation of a Viking Deal in which the Mobile Vikings account is linked to the account at a Partner, Mobile Vikings will timely notify the impacted Viking.

Mobile Vikings reserves the right to change the conditions and processes related to the Viking Deals, Viking Points, the Viking Wallet, the list of authorised Partners, without having to provide any justification. If the changes have a structural impact and are relevant to the Viking, they will be communicated via the Website, email or the App.

3.4 complaints and questions

Mobile Vikings' Customer Service can be contacted as mentioned on the Website. The provisions of Article 24 of the General Terms and Conditions apply.



PRIVACY POLICY VIKING DEALS

1. general

As part of Viking Deals, Mobile Vikings processes personal data about you and for various purposes. The data collected are stored and managed in systems controlled by Mobile Vikings. Mobile Vikings is the controller of your personal data. This means that Mobile Vikings determines the purposes and means of processing your personal data.

At Mobile Vikings, protecting your privacy is important to us. Therefore, we want to inform you in this privacy policy (hereafter '**Privacy Policy**') as well as possible about what data we collect, why we do so, how long we keep this data, what your privacy rights are and how you can exercise them. We therefore recommend that you read this privacy policy thoroughly. If you have any questions about this, you can of course always contact us using the contact details below.

This privacy policy only covers the processing of personal data in the context of Viking Deals. Mobile Vikings' general privacy policy can be found <u>here</u>.

For the purposes for which the Partner is data controller (e.g. account creation, management of a purchase order,...), its own privacy policy applies. To learn more about the Vikings Deals Partner's processing of your personal data, please consult its specific privacy policy.

2. what data do we collect?

In the context of Viking Deals, we process the following types of personal data:

 Identification number (which may be the phone number) and total purchase amount: When you purchase a product or service online from a Partner, Mobile Vikings assigns an identification number to your account to allow Viking Deals partners to uniquely identify you as a Viking when you purchase products or services from them, and Mobile Vikings records the time when you activate a Viking Deal. This identification number is linked to the total amount of your purchase from the Partner to enable Mobile Vikings to allocate the correct number of Viking Points to your account.



- **Purchase data:** Mobile Vikings receives from Partners data about your online purchase from the Partner such as cost, date and time of purchase, the name of the products or services you purchased, as well as information about those products or services or their supplier.
- In case of the purchase of a Gift Card on the Website or via the App: the details of the My Viking account, the e-mail address to which the Gift Card is to be delivered and payment details related to the Bancontact transaction.

3. what do we use this data for?

We process personal data as part of Viking Deals for several purposes, listed below, in each case processing only the data necessary to fulfil the intended purpose.

Specifically, we collect your personal data for the following specific purposes:

- To calculate and add Viking Points to your account: We use your data primarily to award you the correct number of Viking Points to which you are entitled based on your purchases from Viking Deal partners. Therefore, when you make a purchase on the website of one of our Partners, we share with them and our intermediary Partners (these parties intervene so that Mobile Vikings can connect with the Viking Deals partners to award you Viking Points, e.g. TradeTracker) an identification number that is linked to your My Viking account. Afterwards, the partner sends this same number together with the total amount of your purchase back to us so that we can add the right amount of Viking Points to your account based on that amount and the terms of the specific Viking Deal.
- To personalise the Viking Deals offer for you: Based on data about purchases you make from Viking Deals partners, we try to personalise the Viking Deals page for you and tailor it to what are likely to be your preferences and interests. For example, if you buy a new controller for your gaming console through Viking Deals, you may see more offers related to games and gaming accessories for that console in the future. The information we collect in this way about your interests is in no way shared with other companies and is only used to show you more relevant Viking Deals. You can always manage your preferences regarding personalisation of Viking Deals on your profile page.
- To keep you informed of offers from Viking Deals partners: Mobile Vikings may also use your contact details to communicate with you about offers and promotions from Viking Deals partners that we think may be of interest to you. We only do this if you



have given your explicit consent to do so. On your profile page you can always revoke this consent and change your communication preferences.

- To prevent and/or detect abuse or fraud: Mobile Vikings may also use your information to prevent, detect and investigate illegal or suspected illegal practices, such as fraud, as well as to enforce our special terms and conditions relating to Viking Deals.
- Compliance with laws and regulations: We may also use your personal data to comply with laws and regulations that Mobile Vikings is required to comply with and to have audits and controls carried out. Mobile Vikings may be required by law to disclose personal information in the context of a dispute or litigation or if required by certain government agencies (e.g. police, court, emergency services). To comply with these laws and regulations, we may disclose this information without your knowledge, without your consent and even without notifying you. In addition, we are required by law to keep certain data as part of our general tax and accounting obligations.
- To conduct studies or tests, track statistics and improve Viking Deals: We may use your anonymous, aggregated data to, for example, report internally and externally on the use of Viking Deals. The data used in this process cannot be traced back to a specific individual. We use the information derived from these analyses to evaluate and adapt Viking Deals based on new developments.

4. To which third parties, if any, will this data be passed on?

 To suppliers, subcontractors and other service providers: We use other companies, agents, subcontractors or other service providers to perform certain services on our behalf or to help us deliver services to you. For example, we use suppliers to provide marketing, communications, infrastructure and IT services, to optimise our services, provide customer service, analyse data and process and manage user feedback.

These suppliers may have access to your personal data or other information when providing such services. In any case, we only authorise these companies to process your personal data to the extent necessary for the provision of their services or compliance with certain legislation and require them to take the necessary measures to respect the confidentiality of your personal data subject to appropriate security.

• **To governments:** We may also share or transfer personal data, including the content of your communications: (i) to comply with the law or as part of legal proceedings or legal requests; (ii) to detect, prevent or otherwise address fraud and technical security



issues; or (iii) to protect Mobile Vikings' rights and property, including the enforcement of our terms and conditions of use.

- To others with access to your My Viking account: If you share your My Viking account with others or otherwise grant them access to your account, they will be able to see your (personal) data.
- **Business transfers:** Mobile Vikings reserves the right to transfer data, including personal data, in connection with any reorganisation, restructuring, merger, sale or other transfer of business assets, provided the receiving party agrees to process your personal data in accordance with this Privacy Policy.

5. How are my personal data protected?

We attach great importance to the protection and security of your data. We use a variety of security technologies and procedures to appropriately protect your data from unauthorised access, use or disclosure. For example, we store personal data you share with us on computer systems to which access is restricted and which are housed in secure premises.

However, no security system is guaranteed to be 100% secure. We therefore cannot guarantee the security of your data in an absolute manner and accept no liability for unauthorised access to it. By using our services or by otherwise providing data to us, you agree that we may communicate electronically with you about security, privacy and management issues relating to your use of our services. It is your responsibility to keep the password used to protect your accounts and personal data confidential. Therefore, if you share a computer with others, you should always log out before leaving the service.

6. retention period

We do not retain your data for longer than necessary for the purpose for which it was collected, subject to statutory retention and limitation periods and taking into account the fact that some data must be retained for certain periods of time pursuant to certain legislation. Further details regarding the retention periods for different aspects of your personal data can be obtained from us.

7. your rights

Mobile Vikings would like to inform you about your rights in the context of our use of your personal data and how you can exercise these rights.

Which rights do you have?



You have the following rights regarding the processing of your personal data:

Right of inspection

You have the right to learn at any time whether or not Mobile Vikings processes your personal data. If Mobile Vikings processes these data, you have the right to receive additional information about:

- the processing purposes;
- the categories of personal data concerned;
- the recipients or categories of recipients (e.g. service providers processing certain personal data on behalf of Mobile Vikings);
- if possible, the retention period or, if not possible, the criteria for determining this period;
- the existence of your privacy rights;
- the right to lodge a complaint with the supervisory authority;
- the information available to Mobile Vikings about the source of the data if Mobile Vikings would have obtained the data from a third party;
- the existence of automated decision-making (i.e. making decisions about you by technological means but without any human intervention).

You also have the right to obtain a free copy of the processed data, in intelligible form. Mobile Vikings may charge a reasonable fee to cover its administrative costs for each additional copy you request.

Right to rectification of personal data

You have the right to have incomplete, incorrect, inappropriate or outdated personal data corrected or deleted. We therefore advise you to regularly check whether they are still up-to-date. As soon as you log in via your account, you can easily manage certain personal data yourself. For other issues, please find our contact details at the bottom of this document. We will then amend or remove this information as necessary within the legally stipulated time limits.

Right to data erasure / oblivion

You have the right to have your personal data deleted in the following cases, and without unreasonable delay:



- your personal data are no longer necessary for the purposes for which they were collected or otherwise processed by Mobile Vikings;
- you withdraw your previous consent to the processing and there is no other legal basis on which Mobile Vikings can rely for the (further) processing;
- you object to the processing of your personal data and there are no more compelling legitimate grounds for the (further) processing by Mobile Vikings;
- your personal data are processed unlawfully;
- your personal data have to be deleted to comply with a legal obligation;
- your personal data were collected when you were a minor.

It should be taken into account that Mobile Vikings cannot always delete all requested personal data, for example when Mobile Vikings is legally obliged to keep these data (e.g. billing data) or when their processing is necessary for the establishment, exercise or substantiation of a legal claim. Mobile Vikings will inform you further in this respect in the response to your request.

Right to restrict processing

You have the right to obtain the restriction of the processing of your personal data if any of the following assumptions apply:

- you dispute the accuracy of the personal data: its use is restricted for a period that allows Mobile Vikings to verify the accuracy of the data;
- the processing of your personal data is unlawful: instead of erasing your data, you request the restriction of its use;
- Mobile Vikings no longer needs your data for the original processing purposes, but you
 need them for the establishment, exercise or defence of a legal claim: instead of
 erasure of your data, its use is restricted for the establishment, exercise or defence of
 the legal claim;
- until a decision has been made on the exercise of your right to object to the processing, you request that the use of your data be restricted.

Right to data portability

You have the right to request the transfer of your personal data, for example to be able to change service providers more easily. This is only possible for the personal data you have provided yourself to Mobile Vikings, which we process on the basis of your consent or in execution of our agreement. In all other cases, you cannot invoke this right (e.g. when the processing of your data is done on the basis of a legal obligation).



If you exercise this right, you may request Mobile Vikings to disclose the personal data in question:

• in a structured, common and machine-readable form; and (ii) transferred directly to another controller. In this case, you are solely responsible for the accuracy and security of the (e-mail) address you provide for the transfer. However, Mobile Vikings may refuse this right if the transfer is not technically possible.

Right to object to processing

You have the right to object to the processing of your personal data based on your particular situation if the processing is in the legitimate interest of Mobile Vikings or in the public interest. Mobile Vikings will cease processing your personal data unless Mobile Vikings can demonstrate compelling legitimate grounds for the processing which outweigh your interests or when the processing of the personal data is related to the establishment, exercise or support of a legal claim. You have the right to object at any time to processing in the context of direct marketing as well as to profiling carried out by Mobile Vikings for the purposes of direct marketing.

Right to withdraw consent

Insofar as the processing of personal data is based on consent, you have the right to withdraw your consent at any time.

Right to complain

You have the right to lodge a complaint with the Data Protection Authority. You can reach it at the following address:

Data Protection Authority Drukpersstraat 35 1000 Brussel

For more information, Mobile Vikings refers to the website of the Data Protection Authority:

www.gegevensbeschermingsautoriteit.be

How to exercise your rights?



request

You may exercise your rights by sending a request to privacy@mobilevikings.be or to the following address:

Mobile Vikings nv Kempische Steenweg 309 / 1 3500 Hasselt

In order to exercise your rights and to prevent any unauthorised disclosure of your personal data, Mobile Vikings needs to verify your identity. In case of doubt or uncertainty, Mobile Vikings will first ask you for additional information (usually a copy of the front of your identity card).

COSTS

You may exercise your privacy rights free of charge, unless your request is manifestly unfounded or excessive due to its repetitive nature. In this case, Mobile Vikings - in accordance with privacy legislation, has the right and the choice to (i) charge a reasonable fee (taking into account the administrative costs to provide the requested information or communication and the costs associated with taking the requested measures), or (ii) refuse to comply with your request.

Form

If you submit your request electronically, the information will be provided electronically if possible, unless you request otherwise. In any case, Mobile Vikings will provide you with a concise, transparent, understandable and easily accessible answer.

Term

Mobile Vikings will respond to your request as soon as possible, and in any event within one month after receipt of your request (this period starts as soon as your identity has been sufficiently proven to Mobile Vikings). Depending on the complexity of the requests and the number of requests, this term can be extended by two months. If this period is extended, Mobile Vikings will notify you one month after receipt of the request.

No action on your request



If Mobile Vikings does not comply with your request, Mobile Vikings will in each case inform you in its reply about the possibility to file a complaint with a supervisory authority and/or to appeal to the courts.

8. Amendments to this privacy policy

We will occasionally update this privacy policy, for example in the context of changes to our services. When we disclose changes to the privacy policy, we will change the date of the 'last update' at the bottom of the document and we will notify you in advance (e.g. by sending you a notification via email) and, where required by law, we will seek your prior consent.

9. contact us

If you have a question about our products or services or about this privacy policy, you can contact us in the following way:

- Regular mail: Mobile Vikings nv, Kempische steenweg 309 / 1, 3500 Hasselt
- Email: privacy@mobilevikings.be

10. Miscellaneous

This privacy policy is governed by Belgian law. All disputes relating to this privacy policy fall within the exclusive jurisdiction of the courts of Hasselt.

Version: 10/06/2025 Amendements in this version: Update to Article 1 of the Privacy policy Update to Article 2 of the Privacy policy