



SPECIAL TERMS AND CONDITIONS RELATED TO VIKING DEALS

Mobile Vikings

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1. APPLICATION

1.1. These conditions relating to Viking Deals are, in addition to the other provisions of the General Terms and Conditions, applicable to all aspects of the relationship between Viking and Mobile Vikings in relation to Viking Deals. Use of Viking Deals via the Viking Deals website (www.vikingdeals.be) (hereinafter 'Viking Deals Website'), the Viking Deals browser plugin/extension or the App, constitutes unconditional and full acceptance of these terms and conditions and amendments thereto. Special terms and conditions may be agreed between the Viking and Mobile Vikings. In case of a contradiction, the special conditions shall prevail over these general conditions regarding Viking Deals.

1.2. To benefit from Viking Deals, the Viking must meet the following two conditions:

- The Viking must be an 'active' Viking, i.e. holder of at least one active SIM card under the formula Prepaid Card or Subscription and/or an Internet Home Subscription; and
- The Viking must be a natural person acting exclusively for private purposes, i.e. not in the framework of his/her commercial, industrial, craft or self-employed activities.

2. Viking Deals AND VIKING POINTS

2.1 WHat

With a Viking Deal, the Viking earns Viking Points. The Viking Points can be used to top up his/her SIM card, pay for his/her Subscription, or share them with third parties who are also a Viking, except for what is described in article 2.3 below. Each Viking Point is worth 1 euro.

The Viking can check his/her balance of Viking Points in his Viking Wallet via the Viking Deals Website and App. The Viking Wallet may not show a negative balance and the Viking will immediately proceed to clear any negative balance.

Viking Deals only apply to online transactions, and offline payments in physical shops using the Payconiq by Bancontact app. Viking Deals do not apply to telephone purchases. Also, if the transaction was started online at Viking Deals, but is completed or adjusted over the phone or otherwise, Viking Points cannot be awarded.

Viking Points can only be used for the purposes set out above or for any other purposes expressly confirmed by Mobile Vikings in its communications.

Viking Points can only be earned at an authorised Viking Deals partner ('Partner') and only from the activation of the first Viking owned Sim Card or fixed Internet connection. An overview of authorised Partners can be found on the Viking Deals Website.

2.2 Calculation and awarding of Viking points

The Viking Points to be earned are calculated based on the net price in euros of the online purchase (this is the

selling price of the purchased good or service excluding VAT and shipping costs or any other costs charged by the Partner concerned) via the Partner's webshop. The Viking can also earn Viking Points by linking his/her 'Mobile Vikings' account and a Partner's account. In that case, a contractually agreed number of Viking Points will be awarded to the Viking on a monthly basis. The number and frequency of Viking Points awarded and the duration of the Viking Deal varies from Partner to Partner.

In case of online purchases, the purchase transactions can only be registered if the Viking takes the following actions: (1) enable cookies (this is mainly required when logging in via a smartphone or tablet) 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 relevant Partner 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 does not accept any liability to Vikings for incorrect reporting or disapproval of purchase transactions, nor for any damages to the Viking as a result.

If Mobile Vikings awards Viking Points to the Viking to which the Viking is not entitled, Mobile Vikings has the right to withdraw these points without entitling the Viking to any compensation.

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

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

The conversion and payment of Viking Points into cash is not possible.

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

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.

2.3 Refusal or withdrawal

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

- upon use by the Viking of the Viking Deals/Viking Points contrary to these terms and conditions, the General Terms and Conditions, legal or regulatory provisions, public order or morality, or in a manner 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 a 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 negotiation thereof;
 - the purchase of Viking Points and the negotiation thereof;
- if the Viking has already committed (or attempted to commit) 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 of 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 aforementioned cases, 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 aforementioned cases, Mobile Vikings shall reserve 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 is found to be insufficient, without prejudice to Mobile Vikings' right to claim damages and (ii) terminate the Agreement (i. e. the Agreement relating to the Services described in the General Conditions) with Viking as a result of which the entire Viking Wallet shall also expire.

The Viking may not assert any claim against Mobile Vikings if the application to the Viking Deals programme is refused or withdrawn, if the award of Viking Points is refused or withdrawn or if the Agreement is terminated, for any of the reasons stated above.

2.4 EXPIRY 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).

2.5 Report disputes

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 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. In case of a dispute, the Viking must provide Mobile Vikings with 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 period of 150 days (provided the Partner has a complete file) and, if necessary, rectify the submitted dispute. Mobile Vikings has no influence on the decision of the relevant Partner whether or not to rectify the dispute. Mobile Vikings does not accept any liability with regard to the Viking.

One can only file a dispute for purchases made by the Viking, who is the holder of the relevant active SIM card or fixed Internet connection, via 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.

3. General provisions

3.1 LIABILITY

In no event shall Mobile Vikings be liable for any direct or indirect damage to the Viking's devices 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 Partners concerned.

3.2 PERSONAL DATA

Mobile Vikings complies with applicable privacy laws in its relationship with the Viking. For more information regarding this, please refer to the Viking Deals privacy statement available below.

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, Mobile Vikings will notify the Viking and allow the Viking to use the available balance of Viking Points for a reasonable period of time in accordance with these conditions.

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 relevant to the Viking, these changes will be communicated to him.

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

'Viking Deals' is a product of Mobile Vikings nv, with registered office at Kempische steenweg 309 / 1, 3500 Hasselt and enterprise number: 0886.946.917 (hereafter 'Mobile Vikings').

In the context of Viking Deals, Mobile Vikings processes personal data from you 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, the protection of your privacy is important to us. Therefore, we want to inform you in this 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. Should you have any questions about this, you can of course always contact us using the contact details below.

This privacy policy only concerns the processing of personal data in the context of Viking Deals. The general privacy policy of Mobile Vikings can be found [here](#).

For the purposes for which the Vikings Deals partner is data controller (e.g. account creation, management of a purchase order,...), their own privacy policy applies. To learn more about the Vikings Deals partner's processing of your personal data, please consult their 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 use Viking Deals, 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 associated with 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:** From Viking Deals partners, Mobile Vikings receives data about your purchase 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.

3. What do we use this data for?

We process personal data in the context 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 linked to your Mobile Vikings account. Afterwards, the partner sends this same number along with the total amount of your purchase back to us, so we can add the right amount of Viking Points to your account based on that amount and the terms of the deal.
- **To personalise the Viking Deals offer for you:** Based on data about the 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 be able to see more offers related to games and gaming accessories for that console in the future. The information we collect about your interests in this way 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 the 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 Deal 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 withdraw your permission 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 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. Furthermore, 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.

It is possible that in providing such services, these suppliers may access your personal data or other information. 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 authorities:** 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 Mobile Viking account:** If you share your Mobile 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 statement.

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 buildings.

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 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 you leave the service.

6. Retention period

We do not retain your data for longer than is necessary for the purpose for which it was collected, in compliance with the 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 the 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 access

You have the right to find out 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 rectify 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 adjust or remove this information as necessary within the legally determined time limits.

Right to data deletion / 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 for the processing and there is no other legal ground Mobile Vikings can rely on 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 regard 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 enabling 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 defense of a legal claim: instead of erasure of your data, its use is restricted for the establishment, exercise or defense of the legal claim;
- until a decision has been made on the exercise of your right to object to 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 delete the personal data in question:

- recovered in a structured, common and machine-readable form; and (ii) directly forwarded 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 for direct marketing purposes as well as to profiling carried out by Mobile Vikings for direct marketing purposes.

Right to withdraw consent

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

Right to lodge a complaint

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:

<https://www.dataprotectionauthority.be/citizen>

How to exercise your rights?

REQUEST

You can 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

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 of receiving your request (this period starts as soon as your identity has been adequately 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 that term is extended, Mobile Vikings will notify you of this one month after receipt of the request.

Failure to act 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. Modification of this privacy POLICY

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

9. CONTACT US

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

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

10. Miscellaneous

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

Version: 16/09/2024

Changes made in this version:

- Extension Article 1 of the Privacy Policy
- Extension Article 2 of the Privacy Policy