

## General

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

### 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 Unleashed is obliged to issue to certain Vikings in accordance with Belgian VAT legislation includes a confirmation of the existence of a monetary claim against the Viking. The Viking must provide his or her VAT number.
- **Subscription:** price formula whereby an agreement is concluded with the Viking for the provision of mobile services on a regular basis for a fixed or indefinite period of time, to be charged to the Viking by Payment invitation or Invoice.
- **Services:** the mobile services and related services offered by Unleashed in their entirety.
- **Prepaid card:** price formula whereby the Viking may call, text and/or browse by means of a prepaid credit and/or fixed quantities of call minutes, SMS and/or data, until such prepaid credit or fixed quantities have been used up.
- **Network:** the mobile telephony network used by Unleashed to provide the Viking with Services. Unleashed is a mobile virtual network operator (MVNO) and uses the Radio Access Network ('RAN') of a mobile network operator (MNO) to provide mobile services to its Vikings.
- **Number transfer:** the execution of the number portability at the request of the Customer in accordance with the applicable legislation.
- **SIM card:** a chip card ('Subscriber Identity Module') made available by Unleashed to the Viking which must be inserted into a mobile services device to gain access to the Network and to use the Services.
- **Viking:** the natural or legal person using these Services.
- **Website:** [www.mobilevikings.be](http://www.mobilevikings.be).

### Article 2: Applicability

**2.1** The contractual relationship between Unleashed and the Viking with respect to the provision of Services shall be stipulated by these General Terms and Conditions, the contract application, any special terms and conditions and the applicable rates (hereinafter, the '**Agreement**'). special terms and conditions may be agreed between the Viking and Unleashed for related Services. In the event of a conflict, the special terms and conditions shall prevail over the terms and conditions of the Agreement.

**2.2** The Viking acknowledges having taken cognisance of these General Terms and Conditions prior to the conclusion of the Agreement and consents to their application thereto. A copy of these General Terms and Conditions may be consulted and downloaded from the Website under 'Legal info and Consumer info' at any time.

**2.3** Unless expressly stated otherwise, the provisions of the General Terms and Conditions apply in equal measure to Subscriptions and Prepaid cards at all times.

### Article 3: Application

**3.1** Access to the Network and Services by the Viking may be obtained as follows:

#### 3.1.1 Via the Website

The Viking shall apply for a subscription to the Services using the Website. The Viking shall register correctly and in full on the Website and apply for a SIM card in accordance with the instructions provided. The Viking shall be held solely liable for the accuracy and completeness of the data provided. The Viking undertakes to notify Unleashed of any changes to contact or personal data (e.g., change of address).

Following submission of a correct and complete application, the SIM card shall then be sent to the Viking to the address provided by the Viking. Where a new number has been requested (and therefore not for Number transfer), or

where a request for a SIM card exchange (SIM swap) has been made, the Viking may be charged a one-time administration fee. More information about this may be found on the Website.

Unleashed undertakes to make every effort - except under exceptional circumstances, by mutual agreement with the Viking, where refusal as provided for in Article 3.2 is concerned, or in the event of force majeure - to activate the SIM card as soon as possible following the date of consensus ad idem and provided that Unleashed has a complete file at its disposal.

### **3.1.2** Through a point of sale (where applicable)

If need be, the Viking may also apply for a subscription to the Services through a physical point of sale (e.g., a pop-up store). The Viking shall register correctly and in full at the point of sale in accordance with the instructions provided. The Viking shall be held solely liable for the accuracy and completeness of the data provided. The Viking undertakes to notify Unleashed of any changes to contact or personal data (e.g., change of address). The Viking shall receive the SIM card at the point of sale following submission of a correct and complete application and following payment of any amount due.

The Viking may be charged a one-time administration fee where a new number is requested (and therefore not for a Number transfer), or where a SIM card exchange (SIM swap) is concerned, should these options have been proffered at the point of sale.

**3.2** Unleashed has the right to limit or refuse the application and/or activation of a Viking without incurring liability for the payment of any compensation to the Viking under, among others, the following circumstances:

- the Viking refuses to accept the General Terms and Conditions or any other contractually required document;
- the application for subscription to the Services has not been properly made;
- where there is evidence or serious indication of fraudulent conduct, insolvency or non-payment of the Services which may, for example, be evidenced by a history of non-payment by the Viking;
- the Viking provides a false, incorrect or incomplete identity during the identification process;
- the Viking uses identity documents reported as stolen during the identification process;
- where there is evidence or serious indication that the Viking uses the Services in contravention of the Agreement, the legal or regulatory provisions, public order or decency, or in a way that impinges on the proper functioning or integrity of the service.

## **Article 4: Entry into force and term of the Agreement**

**4.1** The Agreement shall be concluded by consensus ad idem and shall enter into force on the date on which the SIM card is activated by Unleashed on the Network.

**4.2** Unless a different period should have been agreed in the special terms and conditions linked to the purchase of a specific service or product (e.g., agreements including a device), this Agreement shall be concluded for an indefinite period. The Viking has the option of terminating the Agreement pertaining to the Subscription at any time, in writing, and without provision of justification at a time of his, her or its choosing. A fee may be charged to the Viking having subscribed to a collective offer (if offered) whereby the Viking shall have obtained, free of charge or at a lower price, an end device, the acquisition of which was linked to the Unleashed Services subscription. This fee shall be equal to the outstanding amount according to the depreciation table having been communicated to the Viking at the time of subscription to the Agreement, and which states the residual value of the end device for each month. For the remainder, the Agreement may be terminated in the instances having been laid down in these General Terms and Conditions.

**4.3** The Agreement shall be concluded for one (1) SIM card (the main card) and any multiple SIM cards (multi SIM). These SIM cards are linked to a single account.

## **Article 5: Amendment to the Agreement, increase in rates or abolition of a rates plan**

**5.1** Unleashed shall inform the Viking of amendments to the General Terms and Conditions and increases in rates by all means appropriate. The information on the change must be provided to the Viking at least one month prior to the entry into force of the changes. The Viking who, as a result of an amendment to the General Terms and Conditions, does not consent to the new conditions of the amendment imposed, may terminate the Agreement without incurring a cancellation fee no later than the last day of the month following the entry into force of the amendments. In

the event of a rates increase, the Viking shall be entitled to terminate the Agreement without incurring a cancellation fee, no later than the last day of the month following receipt of the first Invoice or Payment invitation after the rates increase has taken effect. Where a Prepaid card is concerned, the Viking is deemed to have consented to the new terms and conditions on top-up. Article 5.2 shall not apply in the event of an amendment to one or more clauses of the Terms and Conditions as a result of new legislation or decisions where operators are restricted from resisting the implementation thereof (e.g., decisions of the Belgian Institute for Postal Services and Telecommunications [BIPT]).

**5.2** Should the running or organisation of the Services so require, Unleashed shall be entitled to modify the content or characteristics of its services.

### **Article 6: Telephone number**

A unique telephone number is linked to each Viking. This telephone number is and shall remain the property of Unleashed, except in case of a Number transfer. The Viking shall not be entitled to demand or retain a specific telephone number, except in case of a Number transfer. The Viking shall not be entitled to change his, her or its telephone number. In case of deactivation, the Viking shall lose the right to use of the telephone number (as stipulated in these General Terms and Conditions). In the event of termination of the Agreement (for whichever reason), the Viking must bear in mind that it shall not be possible to retain the existing mobile number attributed to him.

### **Article 7: Services, rates and plans**

**7.1** The Services available and the rates applicable to these Services differ based on the plan selected by the Viking. The available plans and the rates charged are advertised on the Website. The Viking has consulted these unleashed prices on the Website and consents to the application thereof on the use of Services.

**7.2** Costs incurred by usage outside Belgium's national borders, but within the EU (the detailed list of countries concerned may be found on the Website under 'Roaming'), shall be charged at the normal domestic rate (Roam Like At Home ('RLAH')). This applies to usage within and outside bundle. Additional details are listed on the on the Website under 'Roaming'.

The Viking shall undertake reasonable use of roaming services within the meaning of European law. To identify potential abuse or deviant behaviour, Unleashed reserves the right to monitor the Viking's usage behaviour, both in its own Member State and in other Member States. Identifying unusual usage behaviour may be based on the following indicators:

- greater presence/usage abroad than domestic presence/usage; 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.

Should Unleashed detect misuse or abnormal use of the roaming services for texting, calling or browsing based on the aforementioned objective indicators for a period of four consecutive months, it reserves the right to direct the Viking's attention to this by any appropriate means (e.g., by text message, e-mail, etc.). In such a case, the Viking has two weeks to adapt its usage behaviour and to prove that the usage and/or presence in question is in fact of a domestic nature. Should the Viking not have modified its usage within this period, Unleashed shall charge additional costs on all usage, pursuant to European law 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 four consecutive months.

Unleashed shall not monitor the aforementioned usage behaviour of a Viking for any other reason than in connection with the misuse or abnormal use of the roaming services for calling, texting or browsing.

### **Article 8: Prepaid Credit**

**8.1** To benefit from the Prepaid card-related Services offered by Unleashed, the Viking must charge the SIM card by purchasing the selected prepaid credit via the Website or, where applicable, at a sales outlet, in accordance with the available plans and rates and the payment methods indicated.

**8.2** The Viking may benefit from the Services available, at the rates applicable, to the extent that the value of the

prepaid credit permits, i.e., until such credit has been used up in full, or has been forfeited due to deactivation (as stipulated in these General Terms and Conditions). The Viking may, irrespective of the remaining prepaid credit, except in the case of deactivation, continue to receive telephone calls and text messages, unless these are calls and SMS messages that the Customer has to pay to receive, and shall also have access to emergency services.

**8.3** The validity of the prepaid credit is limited to 12 months after purchase.

**8.4** Under no circumstances shall the Viking be entitled to reimbursement by Unleashed for the unused prepaid credit, even in the event of the aforementioned number transfer, nullity or deactivation.

### **Article 9: Identification of Prepaid card users**

**9.1** Vikings with a Prepaid card must correctly identify themselves in accordance with the *Royal Decree of 27 November 2016 on the identification of the end-user of mobile public electronic communications services provided by means of a prepaid card* in a manner recognised by the legislator and selected by Unleashed at whatever time Unleashed should so request. Unleashed reserves the right to strike or add new methods of identification. Failure to register or incorrect registration by the Viking shall result in the Viking's inability to call, text or browse (anymore).

**9.2** The Viking must use the Prepaid card personally and may not relinquish such to a third party, except to:

- parents, grandparents, children, grandchildren, brothers or sisters;
- his or her spouse or a person with whom a declaration of legal cohabitation has been made;
- 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 such legal person keeps an updated list whereby the relationship between a Prepaid card and the natural person to whom this card has been allocated may be confirmed;
- a third party having been previously identified with Unleashed (if offered by Unleashed);
- 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.

**9.3** The Viking must notify Unleashed within 24 hours of the theft or loss of the Prepaid card.

**9.4** More information may be found on the Website and in the aforementioned Royal Decree.

### **Article 10: Suspension and termination of the Agreement**

**10.1** In case of a Prepaid card, Unleashed has the right to unilaterally deactivate the SIM card without the Viking having any right to claim compensation for damages, should the Viking fail to top up his or her prepaid credit for a consecutive period of twelve (12) months. The Viking shall receive a message pertaining to the deactivation. The remaining prepaid credit associated with the SIM card shall be forfeit because of the deactivation and shall not be refunded to the Viking.

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

- where there is evidence or serious indication of fraudulent conduct by the Viking;
- where the Viking uses the Services in contravention of the Agreement, the legal or regulatory provisions, public order or decency, or in a way that impinges on the proper functioning or integrity of the service.
- in the event of evidence or serious indications of insolvency on the part of the Viking, or where there is evidence of recurrent non-payment of Payment invitations/Invoices for the Services;
- where false, incorrect or incomplete identity has been submitted or where identification documents having been reported as stolen have been used in the course of identifying the Viking;
- where the Viking has failed to comply with these General Terms and Conditions or any other contractual obligations towards Unleashed;
- where there has been an uncommon increase in average usage of the prepaid credit by the Viking according

- to the reasonable estimates made by Unleashed;
- in response to a court order or on first request of the judicial or law-enforcement authorities;
- where the SIM card has been stolen or lost, as notified by the Viking to Unleashed in any manner whatsoever;
- in the event of disturbances, in, on or to the Network;
- where Unleashed is prevented from using the Network, for any reason whatsoever;
- where the Viking uses a mobile services device that creates disturbances in the network, or has not been approved pursuant to applicable standards;
- in the event of force majeure;
- in all other cases stipulated in these General Terms and Conditions.

With regard to the Viking, Unleashed is under no obligation to deactivate, suspend or terminate in any of the cases referred to in Article 10.2.

**10.3** These measures are without prejudice to Unleashed's right to demand full payment of all outstanding amounts.

### **Article 11: Unleashed's services, obligations and liability**

**11.1** Unleashed undertakes to use all reasonable resources to provide the Viking with the best possible access to the Network and to provide the Services as efficiently as possible. Unless expressly stated otherwise, Unleashed's obligations are to be regarded as best efforts obligations. Unleashed shall use all reasonable means to prevent or limit the damage suffered by the Viking. To this end, Unleashed requests the understanding of the Viking. Unleashed (and the 'mobile network operator' [MNO]), shall make every effort to limit such disruptions as much as possible and to eliminate such as quickly as possible. However, in relation to provision of the Services, the Viking acknowledges and accepts that Unleashed depends on the proper functioning of the Network, of which Unleashed, in its capacity as MVNO, is neither owner nor licensee. Therefore, Unleashed shall not be held liable for damages resulting from losses, disruptions, defects in the quality of and/or maintenance, improvement and/or extensions works in connection with the Network, whether in whole or in part or knowingly or unknowingly.

**11.2** Mobile telephony is a form of wireless communication and operates through the transmission of radio signals. Since these signals may 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. Moreover, the quality of the Services is also contingent on the quality of the mobile services device used. Unleashed shall not be held liable for any transmission failure caused by the aforementioned circumstances. The estimated maximum speed and the advertised download and upload speeds for mobile internet access services are available on the Website. The estimated maximum speed is the value of the speed Vikings may expect under realistic conditions of use in different parts of the coverage area. 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.

**11.3** A customer service department is available to respond to the Viking's questions, problems and complaints, to the extent possible with regard to the Services. Conversations between the Viking and the customer service department may be recorded or listened to by persons not participating in the conversations themselves with a view to training and supervising Unleashed's staff or settling commercial disputes with the Viking. The Viking will be notified of this in advance.

**11.4** Unleashed shall provide the Viking with a SIM card, which must be installed by the Viking in the device to gain Network and Service access. 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. Unleashed guarantees that the SIM card conforms to the description provided by it, that the SIM card is suitable for the use that the Viking and Unleashed have agreed and which 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. Unleashed shall be held liable vis-a-vis the Viking for any lack of conformity existing at the time of the SIM card's delivery and which manifests within a period of two years of the aforementioned delivery in accordance with Article 1649 bis and pursuant to the Belgian Civil Code.

**11.5** Unleashed may not be held liable for damage resulting from actions taken by the Viking, such as, among others:

- the inappropriate or incorrect use of the Services by the Viking;
- the malfunction, incorrect or unlawful use of the Viking mobile services device or accessories of this device;

- the use of a mobile services device without taking the necessary security measures (hacking, viruses, etc.);
- the misuse of the Vikings' SIM card insofar as such misuse shall have been enacted by 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 recharging the Prepaid card;
- factors due to the intervention, incorrect or otherwise, of a third party;
- damage to or loss of data.

**11.6** Unleashed shall only be held liable for foreseeable damage that is the immediate consequence of the failure attributable thereto. Unleashed shall not be held liable for any immaterial or consequential damages including, but not limited to, additional costs, loss of income and profits, loss or damage to data, loss of customers or loss of contracts.

**11.7** In addition, Unleashed shall also not be held liable or responsible for (1) the content of the calls, the text messages or the data traffic of the Viking, (2) the services (or the invoicing of such services) provided by third parties to the Viking by telephone or that are accessible via the Services, unless the law should expressly stipulate otherwise, (3) the information provided by third parties or accessible via the Services, (4) the transactions concluded by the Viking through the use of the Services. Unleashed shall not be held liable for any damages resulting from the temporary or permanent, total or partial suspension or termination of the Services or from the deactivation of the SIM card in accordance with the provisions of these Terms and Conditions.

**11.8** Unleashed may not be held liable for damages in the event of or as a result of the suspension or termination of one or more Services in accordance with the Terms and Conditions, changes arising from Belgian Institute for Postal Services and Telecommunications (BIPT) regulations or other regulatory authorities or force majeure.

## **Article 12: Rights, obligations and liability of the Viking**

**12.1** The Viking may obtain access to the Services in conformity with the terms and conditions of the Agreement. Nevertheless, Unleashed reserves the right to introduce the payment of an advance or the furnishing of a bank guarantee as a suspensive condition to the Agreement.

**12.2** The Viking shall use the Services as an ordinary, careful user exclusively for personal use, in accordance with the provisions of the Agreement, the applicable legal provisions and the customs regarding public order and decency and shall take all measures to prevent improper or unlawful use of the Services. The following shall not be considered normal use (this list is non-exhaustive):

- use with the intention to redirect communications, directly or indirectly, or with a view to the resale, in any manner, of the Services to third parties without Unleashed having agreed to the same in advance and in writing;
- use in a manner rendering it impossible to continue executing certain Network functions reliably and correctly;
- 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;
- any use by a means other than that notified to Unleashed by the Viking at the time of the Service's conclusion;
- usage in any manner significantly derogating in terms of frequency, distribution between various types of communication (such as telephone, data transmission, text, etc.) or connection time, from the average usage of Services amongst the various Vikings;
- any use of the service aimed at misusing the service, such as unreasonable call time to premium numbers where this usage is intended to convert call 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 a direct communication between 2 devices in (semi-) automatic manner with the aim of exchanging information, among other things, or executing actions, controlled by software, without direct human intervention;
- any other use in conflict with the applicable General Terms and Conditions.

Unleashed may use all resources, including data and summaries originating with own systems or those of other operators of telecommunication networks by which the communication took place to provide evidence of the aforesaid prohibited usage methods. The Viking and Unleashed regard these summaries and data as true and accurate until such point that the contrary be proven.

**12.3** Unleashed is and shall remain the owner of the SIM card. To this end, the Viking undertakes not to transfer,

surrender, lease, destroy, or by any other means whatsoever permit third parties to use or damage the same in any manner whatsoever, except as has been stipulated in these General Terms and Conditions. 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 are prohibited. The Viking undertakes not to subject the SIM card to any decompilation, analysis or retrospective technique, or to create any derivative software or to use the SIM card in any other manner than provided for in these General Terms and Conditions. The Viking shall be held liable for all damage caused to Unleashed or to third parties as a consequence of the use of the SIM card, irrespective of by whom and with what device, for mobile services, even in case of theft or loss. In the event of loss or theft of the SIM card, the Viking remains liable for its use and payment until such time that Viking informs Unleashed and requests the temporary suspension of the SIM card. The Viking shall then receive a new SIM card and the Service shall be reactivated. The Viking shall be held solely liable for the correct insertion of the SIM card into the mobile device. Should the SIM card have been blocked or damaged due to improper handling by the Viking, a new SIM card shall be provided on the written request of the Viking for which an administrative fee may be charged. Should the SIM card suffer a malfunction due to a manufacturing defect or poor configuration of the SIM card, the Viking shall be provided with a new SIM card free of charge, having the same credit and the same expiry date as the defective SIM card. The SIM cards may only be used in individual mobile services devices and are exclusively intended for personal use and may under no circumstance be used in the context of resale of communications or re-routing. The Viking is prohibited from sending text messages via the Network that contain or retain any commercial message or to advertise the Services, in whole or in part, directly or indirectly. To prevent abuse, the Viking shall be obliged to change the personal PIN code as soon as the SIM card has been received. The Viking is responsible for the strict confidentiality of this code.

**12.4** Except where a transfer of the Agreement is concerned, the Viking is and shall remain solely responsible for the fulfilment of his, her or its obligations under the Agreement and this even where several different users have been reported (multi-SIM as defined in Article 4). The Viking shall be held solely liable for all damages resulting from the non-performance of one of his, her or its contractual obligations.

**12.5** The Viking may only use the Unleashed Services on a mobile services device that meets the applicable standards and is in perfect condition. The Viking shall strictly abide by the device's user manual. The Viking must replace the device personally where, for technical reasons specific thereto, the device should fail to access the Network or not be 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 shall be blocked automatically and without any prior warning and that such use shall entitle Unleashed to suspend or terminate the Agreement. The Viking acknowledges to have taken cognisance 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.

**12.6** The Viking is liable and shall indemnify Unleashed for all damage that the latter may suffer, and for all claims by third parties that may be made against Unleashed due to the careless, negligent, fraudulent, improper or unlawful conduct of the Viking when using the Services provided by Unleashed.

**12.7** Unlimited volume rates plans are intended for normal, personal and private use of the Services within the framework of an unlimited offer. This is exclusively restricted to mobile services devices; any other use is prohibited. Such normal use does permit highly intensive use. Fraud (such as commercial use, in particular for call centre or SIM box purposes, and/or making it available to third parties), unfair use, or in general, a 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.

For example, use in the following cases shall be considered fraudulent:

- 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 over 1,000 text messages per day and/or 10,000 text messages per month;

Should any of these examples be the case, Unleashed maintains the right to restrict the provision of the services or to suspend and/or terminate the Agreement.

### **Article 13: Withdrawal from the Agreement**

**13.1** Since the Agreement is concluded at a distance, the Viking, who is a consumer, has the right to inform

Unleashed of having relinquished the Agreement, without provision of justification and without being held liable for damages. This right is solely applicable to natural persons acting exclusively for private purposes, i.e. not in the course of their commercial, industrial, craft or independent activities.

**13.2** To exercise the right of withdrawal, the Viking shall be obliged to notify Unleashed thereof by means of an unequivocal statement sent by e-mail to [info@mobilevikings.be](mailto:info@mobilevikings.be) or by sending a letter to the customer service department at Mobile Vikings , Unleashed nv, Kempische Steenweg 309/1, B-3500 Hasselt. To such end, the Viking may use the [sample withdrawal form](#), but shall be under no obligation to do so. More information in this regard is available on the Website under 'Right of withdrawal'.

**13.3** Should the Viking have requested the performance of the Services during the withdrawal period, Unleashed shall charge the Viking a fee proportionate to the Services already having been provided, until Unleashed has been notified of the Viking's decision to exercise its right of withdrawal.

#### **Article 14: Transfer of the Agreement**

Unleashed may, upon notice to the Viking, transfer its rights and/or obligations under the Agreement in whole or in part to a third party without the Viking's consent and without giving rise to any claim on the part of the Viking to damages in connection with such assignment. The Viking is provided the right of cancellation, free of charge, should this entail an amendment to the Agreement within the meaning of Article 5. The Viking may only transfer the rights and/or obligations under this Agreement where prior written consent thereto has been obtained from Unleashed.

#### **Article 15: Transfer of telephone number**

**15.1** The Viking wishing to transfer a number to another operator shall be required to contact the latter. Such new operator shall take the necessary steps with Unleashed on behalf of the Viking, with a view to performing the transfer of the telephone number. To this end, only telephone numbers may be transferred and not the Services of Unleashed. Only numbers not having been deactivated may be transferred. During the transfer of the number, the Viking may be unreachable on the relevant telephone number for some time. Unleashed shall not be held liable for any damage arising in connection with the same.

**15.2** Unleashed reserves the right to refuse the transfer:

- where the operator to whom the Viking wishes to transfer his, her or its number has not followed the statutory procedure in this regard;
- in the event of proven or suspected fraud on the part of the Viking or of a third party.

**15.3** Unleashed shall abide by the legal provisions regarding the portability of telephone numbers. Unleashed shall also take into account, to the extent possible, the date of transfer sought by the Viking. Unleashed shall take all necessary measures to ensure that the number transfer occurs as smoothly as possible following confirmation of the request for Number transfer by the former operator. Technical barriers may lead to a prevention of the transfer. Should the number fail to have been transferred on time, the Viking may be entitled to compensation. To claim such compensation, the new operator must be contacted to this end. However, Unleashed may not be held liable should the transfer fail to occur or be delayed for certain reasons originating with the Viking. Among other things, Unleashed may not be held liable for providing an incorrect telephone number.

#### **Article 16: Personal data**

The processing of personal data is subject to the Unleashed Privacy Policy. The Viking may consult the Unleashed Privacy Policy at all times on the Website.

#### **Article 17: Subscription billing/invoicing and payment**

**17.1** Unleashed shall provide the Viking with a Payment invitation or Invoice every month, depending on the product in question (Prepaid card or Subscription). The Payment invitation or Invoice shall be sent to the Viking or the paying third party designated by it in accordance with the timetable set by Unleashed. More details in this regard may be found on the Website. Should the paying third party remain in default, this does not release the Viking from his or her payment obligation and the paying third party shall not acquire any right whatsoever to the Services. The Invoice

or Payment invitation shall be sent or shall be available at the e-mail address provided by the Viking, unless the Viking should have indicated a preference for receiving a hardcopy of the Invoice or Payment invitation. Via the Website, the Viking may consult the details of his or her usage over the last 12 months.

**17.2** Payment of the Payment invitation or Invoice must be made within the period stated on the Payment invitation or Invoice to the account number indicated by Unleashed. The various payment methods are explained on the Website.

**17.3** 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 reminder of payment in writing (e.g. e-mail, text message, letter). Under certain conditions, costs associated with the reminder may be charged. The first written reminder is free. The costs for any subsequent written reminders that may be charged are not higher than 10 euros. Under certain conditions, Unleashed may unilaterally decide to limit the telephony services to the minimum service or to terminate the Agreement as a result of which the SIM card of the Viking is deactivated. The Viking will be informed of this in writing in advance. In the event of minimum service, the Viking may continue to receive telephone calls and SMS messages, unless these are calls and SMS messages that the Viking has to pay to receive, and he also has access to the emergency services. However, a minimum service shall also not be guaranteed in the event of persistent default or payment arrears, i.e. where the Viking has already benefited from the minimum service in the previous 12 months or where its connection has already been suspended in the previous 12 months, in the event of fraud or in the event of excessive usage by the Viking.

**17.4** In case of non-payment no later than on the due date specified in the reminder, the Viking shall be in default and liable for the payment of late payment interest in respect of each day at the statutory interest rate calculated on the undisputed amount of the Payment invitation or Invoice. Non-payment of the Payment invitation or Invoice within the period specified for the same shall constitute grave breach of contract.

**17.5** Complaints in regard of the Payment invitation or Invoice must be clearly substantiated (including a statement of the disputed amount) and sent in writing to Unleashed Customer Services within the due date of the Payment invitation or Invoice. The obligation to pay the disputed sum shall then be suspended. After this period, the Viking shall irrevocably have deemed as having consented to the invoiced amount. The submission of a complaint does not release the Viking from its obligation to pay the uncontested part of the Payment invitation or Invoice. Should Unleashed reject the complaint, the disputed amount shall immediately fall due and must be paid by the Viking within the terms stated in the notice received by the Viking.

**17.6** Complaints concerning any unjustified decommissioning of the request or the unjustified charging of reminder fees must be submitted within five calendar days following the respective decommissioning or reminder. Where the complaint is admissible, but explicable (including, but not limited to: the Viking having made a manual transfer without using the correct structured communication), the reminder fee charged shall be credited in full. Should Unleashed have made an error, the result of which being the Viking's unlawful severance from services or illegitimate charge of reminder fees, Unleashed shall owe a fixed compensation of EUR 9.

## **Article 18: Waiver**

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 19: Nullity**

The nullity, impracticability or unenforceability of one clause of these General Terms and Conditions shall not affect the validity, practice 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 20: Questions, complaints and disputes**

**20.1** The Viking may submit questions and complaints regarding the Services to Unleashed through the different channels mentioned on the Website.

20.2 Unleashed undertakes to resolve any problems of which it has been informed and that are within its power to remedy as quickly as possible. Should the Viking be dissatisfied with the response or solution proffered by Unleashed, or where the Viking has been the victim of malicious calls, the Viking may contact the Ombudsperson for Telecommunications at: Boulevard du Roi Albert II/Koning Albert II-laan 8, box 3, 1000 Brussels, tel. 02 223 09 09, klachten@ombudsmantelecom.be. Should the Viking have a complaint about an online order, the [Online Dispute Resolution Platform \(ODR\)](#) may also be contacted.

20.3 All disputes concerning the Agreement as well as the execution or interpretation thereof that cannot be settled by Unleashed or the Ombudsperson, shall be subject to the exclusive jurisdiction of the courts of Hasselt as the agreement's place of origin, unless a special law should impose a different jurisdiction.

20.4 The Agreement shall be governed by Belgian law.

## **Article 21: Terms & conditions related to Viking Deals**

### **21.1 Application**

21.1.1 These terms and conditions with regard to Viking Deals are, in addition to the other provisions of these General Terms and Conditions, applicable to all aspects of the relationship between the Viking and Unleashed in connection with the Viking Deals programme. Use of Viking Deals via the Viking Deals website ([www.vikingdeals.be](http://www.vikingdeals.be)) (hereinafter, '**Viking Deals Website**'), the Viking Deals browser plug-in/extension or the Viking Deals App, constitutes unconditional and full consent to these terms and conditions and to any amendment thereto. Special terms and conditions may be agreed between the Viking and Unleashed. In the event of any inconsistency, the special terms and conditions shall prevail over these general conditions with regard to Viking Deals.

21.1.2 To use Viking Deals, the Viking must satisfy the following two conditions:

- The Viking must be an 'active' Viking, i.e. holding at least one active SIM card under a Top-up Card or Subscription plan, and
- must be a natural person acting solely for private purposes, i.e. not in the context of any commercial, industrial, craft or independent activities.

### **21.2 Viking Deals and Viking Points**

#### **21.2.1 What**

Viking Deals involve earning Viking Points. These Viking Points may be used for topping up SIM cards, paying Subscriptions, or transferring Viking Points to third parties who are also Vikings, except in those cases described in Article 21.2.3 below. Each Viking Point is worth EUR 1.00.

The Viking may check the Viking Points balance in the personal Viking Wallet via the Viking Deals Website. A negative balance is not permitted in a Viking Wallet, and the Viking shall be obliged to immediately settle any negative balance.

Viking Deals exclusively apply to online transactions. Viking Deals do not apply to purchases made by telephone or at physical points of purchase. Even where the transaction should have been started online at Viking Deals, but completed or adjusted by telephone or other means, no Viking Points may be awarded.

Viking Points may only be used for the aforementioned purposes, or for any other purposes that Unleashed expressly confirms in its communications.

Viking Points may be earned solely at an authorised Viking Deals partner ('**Partner**'), and this as from the activation of the first SIM card owned by the Viking. An overview of authorised Partners are listed on the Viking Deals Website.

#### **21.2.2 Calculation and award 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 online shop.

Purchase transactions may only be recorded should the Viking take the following actions: (1) enabling cookies (this is mainly required when logging in via a smartphone or tablet) and disabling the 'do not track function', (2) logging in via the Viking Deals website, the Viking Deals browser plug-in/extension or the Viking Deals App, (3) clicking to access the online shop of the Partner concerned, and (4) where the Viking Deals browser plug-in/extension is used, activating the Viking Deal.

Unleashed provides no guarantee that a purchase through Viking Deals from a Partner in combination with savings or discount offers, vouchers or gift vouchers from that Partner shall be approved. For example, certain Partners refuse to award Viking Points on the use of vouchers or gift certificates.

Unleashed shall only award the Viking Points where the Partner concerned has approved the purchase transaction. Unleashed has no influence on the decision of the Partner concerned. Unleashed assumes that the Partner's reports are correct and accepts no liability vis-a-vis the Viking whatsoever for erroneous reporting or the rejection of purchase transactions, nor for any damage caused to the Viking as a result.

Should Unleashed award Viking Points to the Viking to which he, she or it is not entitled, Unleashed shall be entitled to withdraw these points without giving rise to any right of compensation to the Viking.

Should the Viking cancel or return the purchase from a Partner in whole or in part, the Viking Points shall consequently expire in whole or in part.

Viking points shall be awarded exclusively to the holder of the active SIM card. The recipient of the Invoice from the Partner concerned is irrelevant.

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

Should a Partner fail to comply with its obligations towards Unleashed, Unleashed shall provide no guarantee that the designated Viking Points shall be awarded to the Viking.

### **21.2.3 Refusal or withdrawal**

Unleashed has the right to unilaterally refuse or withdraw the application for Viking Deals and/or to refuse or withdraw the award of Viking Points, without prior notice and without any right to compensation vis-a-vis the Viking in the following cases:

- should the Viking use the Viking Deals/Viking Points in contravention of these terms and conditions, the General Terms and Conditions, legal or regulatory provisions, public order or decency, or in a way that impinges on the proper functioning or integrity of the service;
- in the event of proof (or suspicion) of fraud or abuse by the Viking with regard to the Viking Deals/Viking Points or should the Viking make an attempt to do so. Among others, Unleashed regards the following to be cases of fraud or abuse:
  - the sale or auction of Viking Points and the negotiation thereof;
  - the purchase and negotiation of Viking Points;
- where the Viking has already committed (an attempt at) fraud or abuse in the past with regard to Viking Deals/Viking Points;
- where the Viking is engaged in a dispute with Unleashed;
- where the Viking submits a false, incorrect or incomplete identity or where identification documents having been reported as stolen are used in the course of identifying the Viking;
- in response to a court order or on first request of the judicial or law-enforcement authorities;

In the even that there are objective suspicions concerning the existence of one or more of the aforementioned cases, Unleashed has the right to block the Viking Wallet for the period necessary to investigate the circumstances of the case.

Should the Viking be found guilty of one of the aforementioned cases, Unleashed has the right (i) to recall the Viking Points obtained by the Viking, whereby Unleashed may claim compensation from the Viking equal to the amount of the Viking Points owed where the Viking Wallet balance sheet should prove insufficient, without prejudice to Unleashed's right to claim damages and (ii) to terminate the Agreement (i. e., the Agreement regarding the mobile services described in the General Terms and Conditions) with the Viking, the consequence thereof being the inevitable depletion of the entire Viking Wallet.

The Viking shall have no recourse to any claim against Unleashed whatsoever should the application for the Viking Deals Programme have been refused or withdrawn, should the award of Viking Points have been refused or withdrawn, or should the Agreement have been terminated for any of the aforementioned reasons.

#### **21.2.4 Expiration of Viking Points**

As of 31 December 2018, the entire Viking Wallet will expire if the Viking no longer has at least one active SIM card. After 31 December 2018, Unleashed will inform the Viking of the balance of the Viking Wallet and the date of expiration within a reasonable period prior to that expiry in the most appropriate manner (e.g. via email or text).

#### **21.2.5 Report of a dispute**

Should (i) the number of Viking Points awarded turn out to be incorrect to the detriment of the Viking, (ii) no Viking Points have been awarded or (iii) should the application have been refused, the Viking may notify Unleashed of such within a period of three months after the award to the Viking Wallet where the case concerned is (i), within a period of three months following the date of purchase of the product or service in question at the Partner, or where the case concerned (ii) be within a period of three months after the refusal in case of (iii).

This notification shall be made on the Viking's filing of a dispute. In the event of a dispute, the Viking must provide Unleashed with the complete and correct documentation (the original receipt of purchase of the product or service from the Partner) via the online form available on the Viking Deals Website. Where the information provided should be incomplete or incorrect, the Partner shall terminate the dispute and the Viking shall not receive any Viking Points. Unused, reimbursed, expired or illegally obtained documents (tickets, coupons, invoices, etc.) may not serve as proof for the award of Viking Points.

The Partner will handle the dispute by the Viking within a period of 60 days (on condition that the Partner has a complete file) and, if necessary, rectify the submitted dispute. Unleashed has no influence whatsoever on the decision of the Partner in question to correct the dispute or not. Unleashed does not accept any liability with regard to the Viking.

A dispute may only be filed for purchases made via the Viking Deals Website, browser plug-in/extension or Viking Deals App by the Viking in possession of the active SIM card in question.

Unleashed shall undertake to make every effort to respond to the complaint as quickly as possible and always strives to identify a satisfactory solution.

### **21.3 General provisions**

#### **21.3.1 Liability**

Under no circumstances shall Unleashed be held liable for any direct or indirect damage to the devices of the Viking arising from use of the Viking Deals. Unleashed declines all responsibility in the event of interruption, even where temporary, of the services associated with Viking Deals and Viking Points.

Under no circumstances shall Unleashed be held liable for any direct or indirect damage arising from the availability and proper performance of the products and services of the Partner concerned (such as flights, hotel accommodations, car rental, operation of products and services). These services shall be governed by the general terms and conditions of the Partner in question. Unleashed recommends that you carefully consult the applicable general terms and conditions as well as the websites of the Partners concerned.

#### **21.3.2 Personal data**

In its relationship to the Viking, Unleashed undertakes to comply with the privacy legislation applicable. For more information in this respect, please refer to the Viking Deals Privacy Statement available on the Website.

#### **21.3.3 Amendments and cancellation**

Unleashed reserves the right to discontinue the Viking Deals programme in whole or in part (certain parts), without having to provide any justification of such. In the event of cancellation, Unleashed shall notify the Viking and shall

afford the Viking the opportunity to use the available balance of Viking Points within a reasonable period of time and in accordance with these terms and conditions.

Unleashed reserves the right to amend the terms and conditions and processes relating to Viking Deals, Viking Points, the Viking Wallet, the list of authorised Partners, without obligation to provide justification of such. Where relevant to the Viking, these amendments shall be communicated to said Viking.

#### **21.3.4 Complaints and questions**

Unleashed's customer service may be contacted as advertised on the Website.

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**VERSION 30<sup>th</sup> NOVEMBER 2018**