

§ 1. GENERAL PROVISIONS

1. These Rules lay down the principles on which VikingCo Poland sp. z o.o. with its registered office in Wrocław will provide a User, being a party to a contract concluded by carrying out factual actions with a supplier of services providing a connection to a public telephone network to transfer a telephone number when exercising the rights of a User laid down in article 71 of the Telecommunications Law of 16 July 2004 (Journal of Laws of 2004 no. 171, item 1800 as amended), subject to the right not applying to the transfer of telephone numbers between fixed and mobile public telephone networks.

2. The definitions used in the Rules have the following meanings:

Working days – days between Monday and Friday apart from national holidays.

Working hours – hours between 9am and 7pm during Working days.

Current Service Provider (Supplier) – provider of public telecommunications services that currently renders to a Customer services using a telephone number issued which the User intends to transfer to a New Service Provider (Recipient) in connection with the right vested in it under article 71 of the Law.

Help Desk – persons in the organisational structure of VikingCo Poland who are responsible for providing User services, giving help and information, selling services and carrying out actions related to number transfer.

Customer – entity which is party to a contract on the provision of telecommunications services concluded by carrying out factual actions with providers of public telecommunications services other than **VikingCo Poland**.

New Service Provider (Recipient) – a provider of public telecommunications services with which a prepaid service User intends to conclude a contract on the provision of public telecommunications services together with transfer of the number issued.

Declaration – declaration signed by a Customer when filing a number transfer Application, the form of which is attached to the Regulation.

Power of Attorney – authorization given under rigor of nullity by the User to VikingCo Poland to represent him/her in relations with the Supplier in terms of activities related to number portability, in particular, to terminate the contract with the Supplier.

Rules – these rules on transferring a postpaid or prepaid telephone number when changing operator into a prepaid based operator.

Rules on the provision of Telecommunications Services – rules on the provision of Telecommunications Services by VikingCo Poland sp. z o.o. to Users, available on the Website.

Regulation – Minister of Infrastructure regulation of 16 December 2010 on conditions for exercising rights in public telephone networks (Journal of Laws of 2010 no. 249, item 1670).

Mobile Vikings Network – a network owned by VikingCo Poland sp. z o.o., provider of universal telecommunications services.

Website – Mobile Vikings Network website, available under www.mobilevikings.pl.

Contract – contract on the provision of telecommunications services concluded with VikingCo Poland through Activation based on which VikingCo Poland undertakes to provide telecommunications services in accordance with the Rules on the provision of Telecommunications Services by VikingCo Poland sp. z o.o. to Users.

Law – Telecommunications Law of 16 July 2004 (Journal of Laws no. 171, item 1800 as amended).

User – individual, legal entity or unincorporated organisational unit that is not a part to the written Contract, which uses prepaid services which has concluded a Contract with VikingCo Poland through Activation of a SIM Card.

Number Transfer Application – an application filed for VikingCo Poland on transferring a number on the form used at VikingCo Poland.

VikingCo Poland – VikingCo Poland sp. z o.o. with its registered office in Wrocław, ul. Tęczowa 13/210, 53-601 Wrocław, entered in the business register kept by the District Court for Wrocław Fabryczna, 6th Commercial Department of the Polish Court Register, under number 0000484436, NIP 8971793639, with share capital of PLN 11 244 200 PLN.

§ 2. PRINCIPLES FOR PROCEEDING WHEN A CUSTOMER APPLIES TO VIKINGCO POLAND TO CONCLUDE A CONTRACT ON THE PROVISION OF TELECOMMUNICATIONS SERVICES WITH TRANSFER OF A TELEPHONE NUMBER FROM THE CURRENT SERVICE PROVIDER (SUPPLIER) TO THE VIKINGCO POLAND NETWORK USING A POWER OF ATTORNEY THROUGH THE WEBSITE

1. A Customer applies to VikingCo Poland through the Website to transfer a number from the Supplier to VikingCo Poland in writing with a Power of Attorney and Declaration which is attached to the Regulation. The Number Transfer Application, Power of Attorney and the Declaration are submitted on forms that are sent by the Polish post by a regular letter to the Customer with a SIM/USIM Card and a return envelope.
2. The application contains the assigned telephone number as well as:
 - a) if the Customer is an individual: full name, PESEL number, and if the person does not have a PESEL number – name and number of a document stating his/her identify and correspondence address,
 - b) if the Customer is not an individual: name, REGON or NIP, or number in the business register or in the business activity records or other relevant register kept in a member state, registered office and correspondence address.
 - c) the proposed date of transfer:
 - for a prepaid
 - chosen date
 - closest possible date
 - for a postpaid
 - chosen date
 - with a period of notice
 - at the end of the current Contract
 - d) indication of the method he/she has chosen to be informed of the start of service provision
 - via telephone
 - via SMS message
 - by e-mail.

3. Along with the Application the User provides a Statement, which is attached to the Regulation.
4. The Customer should attach to the Number Transfer Application a Power of Attorney given to VikingCo Poland to take steps related to transferring the number in particular, to terminate the contract of the Supplier. In the case of transfer of a pre-paid number, power of attorney for VikingCo Poland is mandatory.
5. A Number Transfer Application sent without the required attachments will not be examined by VikingCo Poland and it will immediately inform the Customer by telephone or email on the address given during registration. The SIM card is automatically active at the day of the transfer.
6. The number will be transferred within one business day of receipt by VikingCo Poland of the Number Transfer Application.
7. The condition for concluding a Contract with number transfer is that the Customer meets the requirements under the Law and the Regulation and the applicable Rules on provision of Telecommunications Services by VikingCo Poland sp. z o.o. to Users.
8. The condition for transferring the number is for the Customer's data given on the Number Transfer Application to comply with the data registered with the Supplier.
9. VikingCo Poland is not liable for the number not being transferred to Mobile Vikings Network if, before the day services start to be provided in Mobile Vikings Network, VikingCo Poland receives from the Supplier a negative decision on transferring the telephone number to the Mobile Vikings network. VikingCo Poland will inform the Customer thereof.

If the number is not transferred, the SIM Card received by the Customer will be inactive, he or she may then apply for a new number of Mobile Vikings network. On Activation the Customer becomes a User of the Mobile Vikings Network.

§ 3. PRINCIPLES FOR PROCEEDING IF A PREPAID SERVICE CUSTOMER APPLIES TO A NEW SERVICE PROVIDER FOR A NUMBER TO BE TRANSFERRED FROM THE MOBILE VIKINGS NETWORK TO THE NETWORK OF THE NEW SERVICE PROVIDER

1. The User of a prepaid service applies to the Recipient to transfer a telephone number from Mobile Vikings network under the condition of registering ones SIM card with name, surname, PESEL number as well as Identity Card number on Mobile Vikings website.
2. It may not be possible to transfer a number if one or more of the following circumstances arise:
 - a. No registration of the data of a prepaid service User at VikingCo Poland.
 - b. The data of a prepaid service User given by the Recipient does not comply with the data held by VikingCo Poland.
 - c. Suspension of service provision by VikingCo Poland due to the lapse of the validity term for services and connections.
 - d. A prepaid service User withdraws the application to terminate the contract.
3. In connection with the transfer of a number to a New Service Provider, the funds on the prepaid service User's account are forfeited on termination of the contract on the provision of telecommunications services concluded with the prepaid service User by VikingCo Poland and are not returned in any form.

§ 4. MISCELLANEOUS

1. VikingCo Poland is not liable for any negative effects on a User or Customer in the event of termination of the contract on the provision of telecommunications services with transfer of a telephone number to a Recipient or to VikingCo Poland if the User or Customer applies at the same time to two or more service providers to transfer the telephone number.
2. For more information a User or Customer may contact the Help Desk directly.
3. VikingCo Poland reserves the right to amend the Rules. The Rules and any amendments to them are published at www.mobilevikings.pl.
4. VikingCo Poland is not liable for the actions or omissions of other providers of public telecommunications services.
5. Any matters not regulated in the Rules are governed by the Rules on the provision of Telecommunications Services, and also the Civil Code, the Law and the Regulation. Any capitalised terms that are not defined herein have the meanings given to them in the Rules on the provision of Telecommunications Services.

