

MB VIKINGO RAGAS TERMS OF SERVICE

Last updated: 01-09-2021

1. GENERAL PROVISIONS

- 1.1. The purpose of these Terms of Services (hereinafter – **Terms**) is to provide information to the buyer about the vouchers sold on this website, agreement conclusion and to provide information about the Vikingex.
- 1.2. These Terms apply at all cases when buyer buys vouchers from this e-shop (e-shop web address: <https://vikingex.com/> (hereinafter – **E-shop**). These Terms are also considered as an agreement concluded between the buyer and MB Vikingo ragas (hereinafter – **Vikingex**).
- 1.3. These Terms regulate the rights of the buyer and Vikingex, their mutual obligations, prices of sold vouchers, payment procedure, delivery, rules for exchange and return, liability of the parties and other conditions that are related to the agreement. These Terms shall be considered as an agreement between the buyer and Vikingex.
- 1.4. The Vikingex has the right to make changes to these Terms, therefore, we recommend to the buyer to read these Terms each time before buying vouchers from this E-shop.

2. INFORMATION ABOUT VIKINGEX

- 2.1. The Vikingex is MB Vikingo ragas, company code: 305692121, registered address Laisves pr. 60, Vilnius, Lithuania. Data on the Vikingex is collected and stored in the Register of Legal Entities, the processor of the register is the State Enterprise Center of Registers. You can contact us by the following contacts: by e-mail support@vikingex.com

3. DATA PROTECTION

- 3.1. All personal data provided by the buyer himself (name, surname, e-mail address, etc.) while preparing the order or creating an account in our E-shop is processed in accordance with EU General data protection regulation 2016/679, law on personal data protection of Republic of Lithuania, other applicable laws regulating personal data protection and our Privacy Policy available on our website.
- 3.2. The Buyer shall read and agree with our Privacy Policy before creating an account or making an order. Should the buyer have any questions or any part of the Privacy Policy would be unclear, Vikingex shall provide the necessary clarifications. Vikingex provides necessary clarifications within 14 (fourteen) calendar days.
- 3.3. The Buyer must immediately inform Vikingex if, during order placement he/she provided inaccurate information about himself/herself, which would prevent Vikingex from delivering the voucher(-s) or from proper execution of the order. If inaccurate personal data was provided during creation of an account (but before making an order), buyer can update such inaccurate data by himself/herself.
- 3.4. The buyer is responsible for providing correct personal information about himself/herself and for a prompt update of such information. If buyer provides Vikingex with incorrect personal data (e. g. incorrect e-mail address), Vikingex may not properly execute the agreement or deliver

voucher(-s) to the wrong person. If Vikingex executes the agreement improperly because buyer provided incorrect or inaccurate information about himself, the buyer is considered to be guilty of Vikingex improper execution of the agreement.

4. CREATION OF AN ACCOUNT

- 4.1. Any user of the E-shop, including the buyer, will be able to create an account.
- 4.2. While purchasing voucher(-s) while logged in your account, buyer will not need to provide personal data for each separate purchase. During the account creation process, buyer will be asked to provide all the information necessary for making the order (name, surname, e-mail address, phone number, etc.) and will be saved for future purchases.
- 4.3. Buyer will be responsible for protection of login data (user ID / e-mail address, password) and for accuracy and necessary updates of provided information. Vikingex will not be held responsible if purchases will be made from buyer's account by a third person, because buyer lost login data, provided login data for third parties or otherwise disclose login data for third parties.
- 4.4. Vikingex recommends to use a complex password for an account (consist of a combination of uppercase and lowercase letters, numbers and special symbols, such as punctuation and is at least 12 (twelve) characters long). Vikingex also recommends not to use password that has already been used for an account in other websites. Vikingex will not be held responsible for any incidents that would be caused because buyer have not followed these recommendations.

5. VOUCHERS

- 5.1. Vikingex distributes vouchers that can be used to buy goods or services at our partners.
- 5.2. Vouchers are special form digital blanks or other digital medium with receipt information that confirms buyer's prepayment amount and entitles buyer to purchase goods or services of equal amount from our partners, in accordance with the voucher rules of that specific shop or service provider.
- 5.3. In the description of each voucher Vikingex can specify:
 - 5.2.1. price of the voucher – price of the voucher will be equal to the amount of money for which buyer will be able to buy goods or services with the voucher;
 - 5.2.2. validity of the voucher – all vouchers will be valid for 1 (one) year;
- 5.4. Ordered vouchers are sent to the buyer's e-mail address, provided by buyer himself/herself. Buyer is responsible for providing correct e-mail address to Vikingex.

6. OUR PARTNERS

- 6.1. Vouchers bought on this E-shop can be used as a means of payment at partners of ours.
- 6.2. This list will be constantly updated in order to provide accurate list of our partners. Buyer can use vouchers he/she bought from E-shop at any partner of ours.

7. CONCLUSION OF THE AGREEMENT

- 7.1. Buyer in this E-shop can be:
 - 7.1.1. natural persons from 18 years of age;
 - 7.1.2. natural persons between the ages of 14 and 18 with the consent of their parents or guardians;

- 7.1.3. legal persons.
- 7.2. The buyer must confirm his order in order to purchase the voucher(-s) from E-shop. The order is confirmed by completing these steps:
 - 7.2.1. add selected item(-s) in the shopping cart;
 - 7.2.2. confirm that you as a buyer read these Terms and Privacy Policy;
 - 7.2.3. enter information that is necessary for conclusion of the agreement (name, surname, address, e-mail address, phone no.);
 - 7.2.4. choose a payment method and enter necessary data (name and surname of the card holder, card number, validity of the card, CVV code) (if necessary for chosen payment method);
 - 7.2.5. confirm the payment.
- 7.3. It is considered that the agreement is concluded between buyer and Vikingex is concluded from the moment buyer confirmed the payment for the voucher(-s).
- 7.4. After confirming the order a confirmation e-mail will be sent to the buyer's provided e-mail address within 24 working hours after order confirmation.
- 7.5. Vikingex registers all confirmed orders and maintains an order register which is stored in the Vikingex database.
- 7.6. For each confirmed and paid order, the Vikingex issues an invoice to the buyer. The invoice is issued on the date that Vikingex receives the payment for the voucher(-s). Invoice is sent to the e-mail address provided by the buyer, within 24 working hours after order confirmation.
- 7.7. Vikingex, at its own discretion can decide to reject an order or not to sell voucher(-s) for a specific buyer. In such case, any payment received for a rejected order or from such buyer will be refunded to the same bank account, from which payment was made. Vikingex will not be obliged to explain the reasons of such rejections to the buyer.

8. WITHDRAWAL FROM CONTRACT

- 8.1. Before purchasing voucher, buyer must assess necessary circumstances related to using voucher, including, but not limited to, location, business hours of partners, list of our partners and possible changes to that list (we may start co-operate with new partners and stop co-operation with old partners).
- 8.2. Buyer has the right to withdraw from the agreement within 14 (fourteen) calendar days from the date of purchase and recover paid price. Buyer will not be able to withdraw from the agreement if the voucher is already used.
- 8.3. In order to exercise his right to withdraw from the agreement, the buyer must send Vikingex a free-form request stating that the buyer decided to withdraw from the agreement and purchase proving document (e. g. invoice). Upon receipt of such request Vikingex immediately will send a confirmation notice of receipt of such request.
- 8.4. If buyer exercises his right to withdraw from the agreement, Vikingex will mark in his systems his voucher as "unredeemable" and/or warn partners, so that the buyer would not be able to use such voucher.
- 8.5. If buyer exercises his right to withdraw from the agreement, buyer is refunded all money paid for the voucher(-s). Buyer should indicate bank account number in free-form request, to which he/she desires that money should be refunded.
- 8.6. Vikingex is not responsible for the quality of goods or services that the buyer receives by using our vouchers at our partners. If buyer buys defective / poor quality goods by using our vouchers, he should apply to our partner who accepted our voucher and sold the goods in order to replace

the defective / poor quality goods with the suitable quality goods. If buyer gets poor quality services by using our vouchers, he also should apply to our partner who accepted our voucher and provided poor quality services in order to eliminate deficiencies of provided services.

9. PRICE

- 9.1. Buyer himself/herself chooses the amount of money he/she wants to pay for a voucher. The price paid for the voucher will be equal to the value of the voucher (e. g. if buyer chooses to pay 100 Eur for a voucher, he will be able to buy goods/services for 100 Eur (including all applicable taxes) at our partners).

10. PAYMENT

- 10.1. The buyer may pay for voucher(-s) with a bank card (credit or debit) or with bank transfer.
- 10.2. When buyer chooses to pay for voucher(-s) with a bank card (credit or debit), the buyer needs to enter the bank card data (card number, validity, name and surname of card holder, CVV) and click on the "order" button. After that, the buyer's order is confirmed and the price is automatically deducted from the buyer's bank account.
- 10.3. When buyer chooses to pay for voucher(-s) with a bank transfer (bank wire), the buyer will be provided with the payment details for a bank transfer.
- 10.4. It is considered that the agreement between buyer and Vikingex is concluded from the moment payment is received by the Vikingex.
- 10.5. Payment in the E-shop is possible with Visa or MasterCard bank cards.
- 10.6. Vikingex has the right to introduce new payment methods in the future or give up on currently available payment methods. If such changes would be made, these Terms should be updated in accordance with the changes made to the payment methods.
- 10.7. If payment exceeds certain amount of money, Vikingex can ask buyer to provide information his ID document and a proof of residence in order to comply with the requirements of payment institutions. If buyer will not provide such information to Vikingex, Vikingex has the right to cancel the order.

11. DELIVERY

- 11.1. The voucher(-s) to the buyer are delivered by e-mail. Vouchers sold by Vikingex are digital and can only be redeemable online.
- 11.2. Vikingex sends vouchers to the buyer within 3 calendar days after receipt of the payment.
- 11.3. Voucher(-s) will be sent to the e-mail provided by buyer himself. Buyer is responsible for the accuracy of provided e-mail address.
- 11.4. In case buyer provides an e-mail address which is obviously incorrect, Vikingex has the right to cancel the order. In such case, received payment is returned to the buyer's bank account, from which payment was made.

12. OBLIGATIONS OF BUYER AND VIKINGEX

- 12.1. Buyer undertakes to:

- 12.1.1. to provide correct and accurate information about himself/herself, that is necessary for the execution of the order;
- 12.1.2. to pay for the ordered voucher(-s) in accordance with these Terms;
- 12.1.3. to use the E-shop fairly, without disturbing its normal activities and without violating the requirements of applicable laws;
- 12.1.4. not to use voucher(-s) for commercial purposes;
- 12.1.5. to comply with the requirements of these Terms and applicable laws as far as shopping in E-shop is concerned;
- 12.1.6. protect login data from third parties;
- 12.1.7. provide any necessary information for Vikingex to comply with the requirements of payment institutions.
- 12.2. Vikingex undertakes to:
 - 12.2.1. to ensure the protection of personal data provided by the buyer, in accordance with the applicable data protection laws;
 - 12.2.2. to deliver buyer voucher(-s) which he/she has paid for;
 - 12.2.3. to comply with these Terms and applicable laws as far as shopping in our E-shop is concerned.

13. WARRANTY

- 13.1. Because Vikingex distributes vouchers for goods or services that are sold or provided by other persons – our partners, Vikingex does not determine terms of services provided by our partners, terms and conditions for goods sold by our partners, time of service provision or any other criteria describing provision of such services or terms of sale of goods. Therefore, Vikingex is not responsible for the quality, content and warranty of such goods or services. Any dispute or disagreement regarding provided services or sold goods should be settled between buyer and our partner (seller of goods or service provider).

14. LIABILITY

- 14.1. The Buyer is held responsible for all actions he/she performs in the E-shop, including but not limited to the accuracy of the personal information provided. The buyer takes full responsibility for the consequences of the provision of inaccurate or incorrect personal information (e. g. e-mail address, etc.).
- 14.2. If the buyer ticks the box that he has read these Terms and the privacy policy, but does not actually do so, as long as it does not contradict the applicable laws, Vikingex is released from liability for losses incurred due to the buyer's failure to read the documents.
- 14.3. If Vikingex infringes these Terms, he is liable for the damage suffered by the buyer, which directly results from the violation of these Terms.

15. NOTICES

- 15.1. The buyer can contact Vikingex via e-mail address: support@vikinges.com
- 15.2. Vikingex will contact buyer by contact details provided by buyer himself/herself when placing the order.
- 15.3. All notices sent by e-mail are considered to be delivered in writing.

16. FINAL PROVISIONS

- 16.1. These Terms are concluded in accordance with law of Republic of Lithuania.
- 16.2. The law of Republic of Lithuania shall apply to all legal relations arising from these Terms.
- 16.3. All disputes regarding implementation and execution of these Terms shall be resolved through negotiations. If the parties fail to reach an agreement within 30 calendar days, all disputes shall be resolved in Court, in accordance with the procedures established by the laws of the Republic of Lithuania.
- 16.4. If the buyer does not agree with Vikingex response to the buyer's written claim, the buyer (natural person, consumer) can submit his request or complaint regarding the voucher(-s) purchased in the E-shop to the State Consumer Rights Protection Authority (Vilniaus St. 25, LT-01402 Vilnius, Lithuania, e-mail address: tarnyba@vvtat.lt, phone no.: 85 262 67 51, fax no.: (85) 279 1466, website www.vvtat.lt (also for the territorial subdivisions of the State Consumer Rights Protection Authority in counties), or by filling in the application form on the ODR platform <https://ec.europa.eu/odr/>.