



Rruga Nënë Terezë | RTK kati 5 | Prishtinë | Kosovë
T: 038 700 000 | F: 038 700 001 | E: office@ipko.net | W: www.ipko.com

**TERMS AND CONDITIONS OF THE PREPAID SYSTEM IN THE DIGITAL PUBLIC TELECOMMUNICATIONS NETWORK OF THE IPKO TELECOMMUNICATIONS SERVICES, WITH MAIN OFFICES AT MOTHER TERESA STREET, RTK BULILDING, 5th FLOOR, PRISHTINA
(hereinafter referred to as Prepaid Terms and Conditions)**

1. DEFINITIONS

'Prepaid system' comprehends technical and commercial services in the digital public telecommunications network of the IPKO company provided by IPKO to prepaid users of prepaid services who do not conclude contracts with IPKO, and pre-pay for their services.

'Prepaid user' is a natural or legal person using IPKO services in the digital public telecommunications network within the prepaid system who can prove that with an appropriate prepaid ID.

'SIM (Subscriber Identity Module) Card' is a card containing a code which enables the connection to the network and the identification of prepaid users. SIM card within prepaid package is already activated and is valid to the date quoted on the packaging. The SIM Card enables the protection of prepaid users with a PIN (Personal Identification Number) code. After entering PIN three times unsuccessfully, the account will temporarily lock.

By entering PUK (Personal Unblocking Key) code the locking of SIM card is overridden.

'Prepaid voucher' is a voucher in paper form with a marked expiry date containing information for adding credit to a prepaid account.

'Prepaid filling' means refilling credit to a prepaid account by means of any of the methods made available by IPKO.

'Credit' means a positive prepaid account balance.

'Prepaid account' means an account to which credit can be applied by using prepaid filling, and which is associated with a telephone number of a prepaid user.

'Prepaid ID' is verified by means of a Certificate (of a SIM card holder) or SIM Card and a personal ID.

2. RIGHTS AND OBLIGATIONS:

- In addition to applicable legislation the relation between IPKO and a prepaid user is a subject of the General Terms and Conditions in the Digital Public Telecommunications Network of IPKO (hereinafter referred to as General Terms and Conditions), Pre-paid Terms and Conditions, instructions for use and applicable pricelists.
- If General Terms and Conditions and Prepaid Terms and Conditions are not coordinated, Prepaid Terms and Conditions apply.



- IPKO will enable prepaid users to switch to a GSM subscription package system by keeping the same number and changing the SIM Card without paying a connection fee, in accordance with the General Terms and Conditions.
- When switching to a subscription package system the remaining credit on the prepaid account will be permanently lost and cannot be reimbursed if a user returns to a prepaid system.
- When switching from a subscription package system to a prepaid system a user may keep the same telephone number.

3. PREPAID TERMS AND CONDITIONS

- IPKO enables prepaid users voice calls, texting, data transfer and additional services, in accordance with applicable pricelist.
- Prepaid users are able to connect to other users within IPKO GSM network and with other networks operating locally or abroad. Roaming depends upon the roaming arrangements between foreign operators and IPKO.
- IPKO may expand or modify the type and range of services available in the prepaid system with prior notice. IPKO will notify prepaid users via its information portals, in publications and by other appropriate means.
- Some services are subject to the identification of the prepaid user.
- Prepaid services are charged according to the applicable price-lists published as stipulated in the applicable legislation. IPKO will publish changes of prices, in accordance with the legislation.
- IPKO will provide the same security of voice calls when a connection is established for all prepaid users of the IPKO public mobile radio network.
- IPKO reserves the right to suspend services partially or wholly within its own network or the network of a contractual operator if IPKO or contractual operator ascertains that a SIM card is being used in a terminal which has been stolen or abused, has a modified IMEI number or has been misappropriated.
- IPKO reserves the right to prevent access to mobile network services on the whole or partly, if the SIM card is being used for a purpose which is not in accordance with these Prepaid Terms and Conditions and the General Terms and Conditions.
- In case of permanent damage, loss or theft of SIM card, a prepaid user can notify IPKO in written or in person in closest IPKO centre, which will then suspend the use of the SIM card at the latest within twenty-four (24) hours after receiving notification and proof of identity. Any costs incurred within this time, until the account has been disconnected, shall be charged to the credit on the prepaid user's account.
- In the case of permanent damage, loss or theft of a SIM card, IPKO will issue a new SIM card with the same phone number only on the basis of the prepaid user's written request, and after he/she has submitted proof of ID and paid any charges according to the applicable pricelist. If a prepaid user loses the identification documents, he/she loses the right of the use of the same phone number.

4. PREPAID FILLING, PREPAID ACCOUNT AND USE OF CREDIT

- IPKO guarantees the validity of prepaid vouchers only if they have been purchased in IPKO centres or at the designated sales points of authorised dealers.
- Prepaid vouchers expire on the date printed on the voucher. After the expiry date it is no longer possible to fill the prepaid account or exchange the voucher.
- Prepaid vouchers or vouchers issued by authorised issuers are no longer valid once the prepaid account has been filled.
- Prepaid users can use the credit within **330** days from the date of the last filling. After this and without a refilling, the prepaid user cannot establish connections,

receive calls or access additional services, even if they have unused credit on their prepaid account.

- Prepaid users can fill their prepaid account within **360** days from the last filling. If the prepaid account is filled between **331st** and **360th** day from the last filling, the credit that may have expired on the **330th** day is re-activated.
- When credit drops below **EUR 0.99**, the prepaid user receives a notification before every call, as long as the connection can be established. When the credit on prepaid account is too low, the connection terminates.
- When credit on prepaid account is equal to or lower than **EUR 0.02** user can only initiate emergency services.
- After **360** days from the last filling, a prepaid user can no longer fill their prepaid account. In that case all unused credit permanently expires and cannot be transferred to another prepaid account.
- After **360** days from the last filling, the prepaid account is permanently locked, and all unused credit expires and cannot be transferred to another prepaid account. The prepaid user thus also loses his/her prepaid phone number.
- The due date for checking the balance on the prepaid account or refilling the account for the first time is indicated on the prepaid pack.
- If in 24 months after the SIM card is activated there have been no refillings, the prepaid user loses his/hers phone number. Upon providing a prepaid ID, the user is given a new SIM card and assigned a new phone number by IPKO free of charge.
- Prepaid users can stop using prepaid services at any time, in that case the credit on their prepaid account is permanently lost and cannot be transferred to another prepaid account. In addition, the prepaid user also loses his/hers prepaid phone number.

5. USING MOBILE PHONES, VOUCHERS AND SIM CARDS IN THE PREPAID SYSTEM

- SIM card is a property of IPKO.
- IPKO reserves the right to change prepaid user's phone number upon prior notification via a text message and as a result of technical or technological requirements.
- After multiple (10) consecutive unsuccessful attempts at entering PUK code the SIM card is destroyed. A new SIM card can be issued in all IPKO centres, subject to the identification of the prepaid user and the return of the damaged SIM card.
- The costs of issuing a new SIM card are covered by the prepaid user. The price of a new SIM card is published in the applicable pricelist. In this case, the prepaid user retains the phone number.
- If the 16-digit prepaid account filling number is entered false five times in a row, the filling-up service will be locked. The prepaid user should contact IPKO customer care centre by calling +386 49 700 700, +386 38 700 700 from abroad. The call has to be made from the telephone number from which the unsuccessful attempts to fill up an account has been made.
- IPKO will not be liable for any damage incurred by the prepaid user due to unauthorised intervention on the SIM card. In such cases IPKO will not accept customer complaints.
- In the case of permanent damage, loss or theft of a SIM card, IPKO does not accept liability for the damage incurred.

6. RESOLVING CUSTOMER COMPLAINTS AND CUSTOMER CARE

- General Terms and Conditions apply in resolving customer complaints and enquiries submitted by prepaid users.
- Complaints regarding prepaid account, prepaid filling and credit must be submitted either in person at any IPKO centre or in written at the company headquarters, and



must contain: name, address, place and date of purchase, the original prepaid voucher, copies of a printed receipt from a cash machine, voucher issued at an authorised dealer, the prepaid ID, and other information which IPKO may need for resolving the complaint.

- If the complaint is justified, IPKO will not reimburse cash, but will restore the balance on the account.
- In the case of a faulty voucher (illegible number, wrong value, etc.) issued by an authorised dealer, complaints are resolved by the issuer.
- No call logs (account statement) are available to prepaid users.
- IPKO provides toll-free calls from the IPKO GSM network to the emergency numbers 112, 92, 93, 94, the IPKO helpline for prepaid users 038 700 700, 049 700 700.
- IPKO publishes details about prepaid users in a directory only upon written request by an adult prepaid user or, in the case of minors, with the consent of one of their parents or legal guardians.
- IPKO will treat personal information about prepaid users as a business secret, and will process and handle it in accordance with the rules and regulations on personal data protection. The data collected will be used only for ensuring uninterrupted services of the prepaid system, and conducting market analyses aimed for improving prepaid services.

7. FINAL PROVISIONS:

- Prepaid Terms and Conditions are visibly displayed at each sales point authorised by IPKO to sell prepaid packages, and on the IPKO web site, so that prospective prepaid users can acquaint themselves with the applicable provisions.
- Upon purchasing a prepaid package, the prepaid user acknowledges that he/she has read the General Terms and Conditions and Prepaid Terms and Conditions, and thereof accepts all liabilities.
- The list of additional prepaid services is an appendix and a part of these Prepaid Terms and Conditions.
- These Prepaid Terms and Conditions are effective as of **15 December 2007**.