



TERMS AND CONDITIONS OF SUBSCRIPTION TO MOBILE TELEPHONY SERVICES FOR POSTPAID PRIVATE USERS WITH MONTHLY PACKAGES WITH TELEPHONE PROVIDED BY IPKO TELECOMMUNICATIONS LLC

Article 1– Contents of Terms and Conditions for Subscription

1.1 These Terms and Conditions for subscription to mobile telephony service for postpaid private users with monthly packages with telephone (hereinafter referred to as **“Terms and Conditions”**) govern the rights, obligations and conditions for the use of mobile telephony service for postpaid private users with monthly packages with telephone, provided by IPKO Telecommunications LLC (hereinafter referred to as **“IPKO”**).

1.2 In addition to these Terms and Conditions, manner and conditions for the provision of mobile telephony service for postpaid private users with monthly packages with telephone will also be governed by the Law on Electronic Communications no. 04/L-109, applicable regulations for the provision of electronic telecommunications services in Kosovo adopted by the Regulatory Authority of Electronic and Postal Communications in Kosovo (hereinafter referred to as **“RAEPC”**); Contract for subscription to IPKO mobile telephony service for postpaid private users with monthly packages with telephone, relevant annexes, IPKO pricelist, as well other documents signed by the user and IPKO, which in whole comprise the agreement between them.

Article 2 – Definitions

In these Terms and Conditions, following definitions should be understood as follows:

“Agreement” means the entire contractual relationship between the User and IPKO for the use of the service in question, which comprises the basic Contract signed by the User, respective Annexes, these conditions for subscription, published IPKO pricelist, and other accompanying documents.

“Non-geographical numbers” are telephone numbers, which do not provide indications of the geographic location of the telephone number.

“SIM card” – is the card containing the code which enables network connection and identification of prepaid users. SIM card, located within a package enables the protection of prepaid users through PIN (Personal Identification Number) code. When the code is unsuccessfully entered for three times, the account is temporarily blocked. SIM card can then be unlocked by entering the PUK (Personal Unblocking Key) code).

“Effective Date” is the date/time when the Contract was signed by the User and IPKO.

“Activation/date of initiation of service” is the time from which the User has access to the service and can use the selected service.

“Suspension” is the situation in which the User does not have access to services temporarily, unless the products and services selected by the User are canceled.

“Cancellation/termination” is the situation in which all services to which the User had access are canceled and cannot be used without re-subscription/activation of services, which means entering into a new Agreement.

“User of Services” is the natural person or legal entity who is subscribed to one or more products and services offered by IPKO, and who directly or indirectly, agrees to the Terms of Use of IPKO.

“Network” is the space where the equipment is connected, wired or wireless, which enables the provision of telecommunication services.

Article 3 – Access to the service provided

3.1 To have access to mobile telephony service for postpaid private users with monthly packages, the User is obliged to enter into a contract with IPKO. For entering into a contract, the User must have with him a valid ID card or passport, for verification of personal data.

3.2 If the User is under the age of 16, the Contract will be entered into by his parent or legal guardian are, who, on the occasion of signing of the Contract, shall deposit to IPKO a copy of his ID card, as well as Family Certificate/court decision (in the case of registration by legal guardian).

3.3 To enable the use of mobile telephony service for postpaid private users with monthly packages, IPKO is obliged to register the User. To enable this registration, the User is required to possess a valid ID card or passport, or in the case of situation described in 3.2 above, the documents described in the same paragraph.

3.4 Upon registration of the User, IPKO will activate his SIM card, no later than 24 hours after the moment of signing of the contract between the User and IPKO.

3.5 With the service in question, the User of mobile telephony service enjoys the right of creating the circle to communicate free of charge with 4 additional persons. The inclusion of these persons in the circle is enabled through the * 136 # code and costs 2.00 EUR (two euros) and the same amount will be billed to the User in the monthly bill, but the same will be transferred as credit to the account of the person that the User has included in the circle. The talk time between persons in a circle should not exceed 1000 minutes a month.

Obligations of IPKO

Article 4 - Quality of service

4.1 IPKO shall provide the User with high quality service, in good faith and in accordance with the technical possibilities and conditions agreed.

4.2 IPKO will regularly monitor and measure the network capacity utilization, and, in specific segments, dynamically avoid possible overloads. For segments where there is no possibility to dynamically distribute the load, IPKO will apply internal procedures for optimization of resources in these segments. Application of these internal methods and procedures by IPKO will positively impact the improvement of the quality of service. The lowest level of quality of service provided to customers is based on the values published from measurements made by RAEPC.

4.3 By notifying the User in advance, IPKO reserves the right to discontinue provision of service due to maintenance, upgrading, modernization, or optimization of the network. These discontinuations can last for as long is necessary to perform the work.

4.4 IPKO will repair the obstacles, referring to the conditions and level of service reported by measurements made by RAEPC, without excluding assistance services;

4.5 In accordance with these Terms and Conditions, IPKO shall not be liable for any interruption or weakening of postpaid Mobile Telephony service for private users, or for any fault in the network, caused by natural disasters, or any circumstance which beyond the control of IPKO, which could not have been foreseen and prevented (force majeure). In case of major defects of the network, IPKO will take all possible steps to repair these defects as soon as possible, while respecting the priority list from article 16.1 of the Regulation no. Prot. 009/B/16 of RAEPC.

4.6 In no case shall IPKO be liable for indirect damages, or loss of income, caused to the User.

4.7 No assurance or guarantee can be provided regarding the availability, quality, operation, or maintenance of voice traffic or data in cases where the User communicates with individuals who use another telecommunications operator.

Article 5 - Settlement of complaints of Users, customer care and compensation

5.1 In accordance with these Terms and Conditions, IPKO will provide the User with support by telephone seven (7) days a week twenty-four (24) hours a day at telephone numbers +386 (0) 49700700 and +381 (0) 38 700 700. Prices for calls to customer care numbers are free only for calls within IPKO network (on-net), whereas for calls from the local operators (PTK, Vala and Z-mobile) tariffs set by these operators, apply. IPKO also provides to the Users support through free number 080070070, for all Users of operators in Kosovo.

5.2 Upon notification of the defect, if the same cannot be eliminated via telephone, IPKO shall within 5 (five) days provide the User with response on the repair of the defect.

5.3 The User should file a request for compensation within 30 days of notification/reporting of the problem.

5.4 In the event of interruption of the services for at least one (1) day, IPKO shall compensate the User with two (2) days for each day of interruption. Compensation can be done in the form of refunds or extending the validity, depending on the type of service or package.

Article 6 – Obligations of the User

6.1 The User is required to use the mobile telephony service for postpaid private users with monthly packages, in strict accordance with the Agreement in question. The User is not allowed to use or permit the use of the Services for any prohibited, indecent, unlawful, harmful, unauthorized, defamatory or misleading purpose or cause injury, insult or harassment to any person or send unsolicited commercial messages to any person.

6.2 The User shall not abuse the service, i.e., the User is obliged to use the services in accordance with the Agreement and applicable laws, otherwise IPKO has the right to cooperate with the competent legal bodies and, depending on the severity of abuse, IPKO is entitled to take the following measures:

- i. Warn the user to use the service in accordance with the Agreement;
- ii. Automatically suspend or cancel the service provided by IPKO, without any responsibility for compensation to the User and as a result require compensation of damages incurred by abuse, made by the User.

6.3 If IPKO cancels the Contract with the user for the aforementioned reasons, the latter is obliged to fulfill all remaining financial obligations towards IPKO.

6.4 The User is not allowed to use or permit the use of the Services, which will cause interruptions in regular functioning of the network or quality of services, weakening or interruption or interference with the integrity or security of any network or telecommunications system.

6.5 The User is not allowed to resell any product or service provided by IPKO, except in cases when there is a written agreement shared with IPKO. Use of IPKO products and services is clearly limited to the User, whose name appears on the Contract. Benefits, rights and obligations accepted by the User with this agreement cannot be transferred to a third party without written consent of IPKO.

6.6 The User is obliged to pay all fees and charges in accordance with the Agreement.

6.7 The User must immediately inform IPKO about possible problems with services or products that are being used.

6.8 The User must provide accurate personal data when required by IPKO. For any changes to this data the User must inform IPKO within ten (10) days of the change.

Article 7 – Loss and theft of SIM card

7.1 The User is responsible for the SIM card, respectively the number registered in his name in case of any misuse, while it is registered in his name.

7.2 In case of loss of SIM card or suspicion of its theft, User is obliged to immediately notify IPKO. After verification of the User, IPKO shall temporarily discontinue the service.

Article 8 - The price, fees and manner of payment

8.1 IPKO tariffs, prices for connection, and the modalities of applications will be included in the relevant annexes and/or on www.ipko.com.

8.2 IPKO will invoice payments in euro and the User will be able to fulfill the obligations in euro. All prices are net. Prices will reflect the Value Added Tax (VAT), except for the authorities exempted under the applicable laws of Kosovo. Additional obligations, the banking commission, etc., are to be paid by the User.

8.3. IPKO will publish in advance the content and duration of packages.

8.4 In cases where the User has contracted a specific package with telephone, in which case he receives the telephone based on the selected package, but in the meantime does not pay the monthly bill, then the service will be terminated by IPKO and prepayment will be lost and he will compensate IPKO for the value of investments in provision of this service, respectively the value of the remaining months as defined in Article 9 of these Terms and Conditions.

8.5 In cases where the User contracts a specific package with telephone, and in the meantime he wishes to change the package, the User is obliged to pay the total price of the second package that he wants to take and he will lose all the benefits of the first package which has been used until the activation of the second package.

8.6 After using the minutes/SMS/MB that are part of the respective packages, the User will incur additional costs, thus to the set limit of the packages. Additional costs are determined on the basis of the Contract signed by the User or the relevant annexes.

8.7 The User will receive invoice (s) from IPKO from 1st to 6th of the respective month, while the User must pay the invoice at the latest by the 10th of the same month. The User will receive invoices for the service provided by IPKO in three different forms: SMS invoice, PDF invoice via email, self-care portal (self-care portal for monthly expenses). In this portal the User will have access to all invoices for previous months.

8.8 If the User does not pay the value of the service provided by IPKO for 2 consecutive months, according to package set forth in Article 8.9, then IPKO will have the right to terminate the service and also the number in possession.

8.9 The User can check his account at any time by calling the short number * 123 #.

8.10 User is obliged to provide IPKO with accurate contact information, i.e., email and residential address, in order to receive invoices.

8.11 Access to Self-Care portal (self-care portal for monthly expenses) is done by following the steps below:

- The User must send a request via USSD
- The User will receive a SMS with the user name and password
- The User must create a personal account on the business portal (self-care portal)
- The User will receive an SMS token code whenever he/she will seek to enter the business portal (self-care portal)

Article 9 - Entry into force, duration and termination of the agreement between the User and IPKO

9.1 Agreement on services of Mobile Telephony will enter into force after signing of the Contract by the User, and is entered into for a period of at least one (1) year, with possibility of extension for other years, under the same conditions.

9.2 In the event of termination of this Contract by the User before the expiry of the contracted period of 1 year, the User is obliged to compensate to IPKO the value of the telephone received with promotional price, according to the value specified in the Contract for combined services of IPKO, i.e., postpaid mobile telephony services for private users.

9.3 The User will be informed on time about all proposed amendments to the terms of the Agreement not later than thirty (30) days before the entry into force of these amendments. In case of disagreement on amendment of the Terms and Conditions of the Agreement, the User has the right to terminate the Contract, without penalization.

9.4 The User has the right to terminate the Agreement in the event that IPKO will increase the tariff for the service provided by the Agreement, without being charged, until the last day of the month following the receipt of the first invoice as a result of these changes. Even in such case, the User shall be obliged to compensate IPKO for the remaining value of the telephone, as defined in 9.2 above.

Article 10 - Suspension and cancellation of services

10.1 IPKO may, without prior notice, cancel any services provided to the Users, on grounded justification, including, without limitation: **i.** when the User does not meet its obligations under the Agreement (and in particular the obligations of the User set forth in this document) or any law; **ii.** when the User provides IPKO with false or inaccurate information or does not inform IPKO about any changes, as required in Article 6 of these Terms and Conditions; and **iii** in case of any fraudulent activity by the User.

10.2 IPKO may, with prior notice, suspend services provided to the User, in whole or in part, if the User fails to timely perform its obligations towards IPKO, as defined in Article 8 above.

10.3 In the event of failure of the User to pay the invoice, IPKO will apply the measures listed below. In addition, the User is obliged to compensate the value of the telephone, as defined in Article 9 above.

- o Notification via e-mail;
- o Notification via SMS;
- o Call by IPKO;
- o Blocking of calls in roaming;
- o Blocking of outgoing calls;
- o Suspension (blocking of incoming and outgoing calls);
- o Deactivation/termination of service; and
- o Sending the case for compensation of damage to IPKO to private bailiff/court. In this case, IPKO will apply penalty interest, pursuant to applicable laws in Kosovo.

10.4 If the user does not meet the deadline for payment of the invoice (s), IPKO reserves the right to suspend the service in question. In case of suspension of service, the User is obliged to pay the price of re-installing the suspended connection, based on prices set in the Contract, offer and IPKO brochures.

10.5 In the event that after the suspension, the User does not pay the invoices, IPKO reserves the right to cancel the service and disable/terminate the number, and initiate legal proceedings for eventual compensation to IPKO.

Article 11 - Protection of data, privacy of Users of IPKO, cooperation with law enforcement authorities and emergency services

11.1 **Protection of data, privacy of Users of IPKO.** In full compliance with the Law on Protection of Personal Data, no. 03/L-172, IPKO processes personal data of Users of its electronic communications services, which include the name, personal number, address, fixed telephone number, mobile number, email, address. The User can be informed on the official website of IPKO <https://www.ipko.com/mbrojtja-e-te-dhenave/?lang=en/> regarding the procedures of storage and processing of personal data. Users can also submit any claim or complaint in writing relating to the use of data, to the email address ipkoprivacy@ipko.com.

11.2 **Cooperation with law enforcement authorities.** The User bears full responsibility for the information or the content of the data, which he transmits and transfer to third parties via the internet network of IPKO. IPKO bears no responsibility for this content, as well as for data that the User receives from third parties, through IPKO network. In accordance with the laws in force in Kosovo, IPKO will cooperate with law enforcement authorities for requests these authorities will have related to the service in question used by the User.

11.3 Emergency services. Emergency services are provided for the User of the prepaid mobile telephony service at any time, without any restrictions regarding the status of the Users account. Emergency service is provided to emergency number 112. For any change of access to emergency services, the User will be notified in advance. Information services on the location of callers for the needs of the Emergency Center may be offered only to the User of mobile telephony, containing only the location of the cell from which the User has initiated the call.

Article 12 - Transfer of rights and obligations and limitation of liability

12.1 The User has no right to transfer the rights and obligations arising from this Agreement to third parties, without prior written consent of IPKO.

12.2 IPKO reserves the right to transfer the rights and obligations arising under this Agreement to the legal successor of IPKO.

12.3 To the extent permitted by the law, IPKO is not responsible for any injury, loss or damage resulting directly from the use of the services or products of IPKO by the User, or by the inability of the User to use the services of IPKO. IPKO is not responsible for any service or product that is sold by any unauthorized commercial agent or unauthorized third party.

Article 13 - Force Majeure: Issues beyond the reasonable control of one of the parties

15.1 Neither party is responsible for failure to fulfill obligations caused by or resulting from Force Majeure that includes events that are unpredictable, unexpected, irresistible and beyond the control of the parties, such as severe and extreme weather, floods, landslides, earthquakes, hurricanes, lightning, fire, acts of terrorism, war (with or without a declaration of war), riots, explosions, strikes or labor strikes, civil unrest, sabotage, expropriation by the government or other acts or any events that are beyond the reasonable control of the Party concerned. IPKO is not responsible for failure to fulfill obligations in the event of:

- i. refusal or delay by a third party for the supply of IPKO with telecommunications services and in cases where there is no other available alternative service with reasonable price; or
- ii. IPKO is impeded by restrictions of a legal nature or RAEPC to provide specific services.

Article 14 – Applicable Law and Dispute Resolution

14.1 This Agreement shall be governed and interpreted in accordance with applicable laws in Kosovo. All contested issues will be submitted to the IPKO offices. The answer will be provided within 15 days.

14.2 If the parties fail to reach an agreement through negotiations, the User can initiate the procedure for dispute resolution, including the filing of the complaint in accordance with the procedures and rules of dispute resolution set out in Article 84 of the Law on Electronic Communications no. 04/L-109.

Article 15 – Final Provisions

The agreement entirely replaces all previous agreements between the User and IPKO and constitutes the Agreement as a whole related to its subject and should not be amended or revised, except in writing and signed by authorized representatives of both parties. If any provision in this Agreement is illegal or unenforceable, it shall be separated and removed from the Agreement, and the remaining provisions shall remain in full force and IPKO will timely find a replacement.