



TERMS AND CONDITIONS OF SUBSCRIPTION TO FIXED TELEPHONY SERVICES FOR PREPAID PRIVATE USERS PROVIDED BY IPKO TELECOMMUNICATIONS LLC

Article 1– Contents of the Terms and Conditions for subscription

1.1 These Terms and Conditions for subscriptions to Fixed Telephony service for private users (hereinafter referred to as the “**Terms and Conditions**”) govern the rights, obligations and conditions for the use of Fixed Telephony service for prepaid private users, 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 fixed 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 postpaid fixed telephony service for private users, 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

“**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.

“**Voice Modem**” is the device on which the User connects the telephone apparatus, without which the access to IPKO Fixed Telephony service cannot be obtained.

“**Non-geographical numbers**” are telephone numbers, reserved by RAEPC for needs of IPKO, which do not indicate the geographical location of the telephone number.

“**Customer Support**” is the information, assistance (troubleshooting) and advice that IPKO provides to the User.

“**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 In order to access the Fixed Telephony service for private users, the user is obliged to enter into an agreement with IPKO. At the time of signing of the Agreement, the User must have his ID card with him.

3.2 After signing the contract, IPKO is obliged to provide the User with Fixed Telephony service, no later than five (5) days from the date of signing of this Contract, during which time the necessary installation will be performed.

3.3 Provision of service may be delayed in cases where IPKO does not have cable network in the area of the User. In such cases, IPKO does not guarantee the time for the start of service delivery.

Article 4 – Telephone number

4.1 In order to use the Fixed Telephony service for private users, the User will be provided with the telephone number, taken from the block of non-geographical numbers reserved by RAEPC for needs of IPKO fixed telephony.

4.2 The number assigned to the User is destined for his exclusive needs for a period of 1 year and IPKO, during this time, cannot transfer the number to any other party during the term of the Agreement.

4.3 The User will not have ownership of the assigned number, and therefore cannot sell or transfer the number to third parties. The number will remain the property of IPKO, and will be withdrawn from the User in the event of termination of the Agreement entered into between the User and IPKO.

4.4 With permission of the User, IPKO will publish the numbers used by the User in the Information Book or similar directories, in case of their publication by IPKO. IPKO is not obliged to verify the accuracy of the information provided by the User, which will be published in the aforementioned books. However, if the User

finds that the information published is not accurate, he reserves the right to request from IPKO to correct the same, which IPKO will do no later than at the next release of this information.

Obligations of IPKO

Article 5 – Quality of service

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

5.2 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.

5.3 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.

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

5.5 In accordance with these Terms and Conditions, IPKO shall not be liable for any interruption or weakening of prepaid fixed 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.

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

5.7 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.

5.8 IPKO Fixed telephony only works when the telephone is plugged into an electrical outlet, therefore, calls cannot be placed or received during electricity outage.

Article 6 - Settlement of complaints of Users, customer care and compensation

6.1 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.

6.2 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.

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

6.4 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 7 – Obligations of the User

7.1 The User is required to use the prepaid fixed telephony service for private users, in strict accordance with the Agreement in question.

7.2 The User is not allowed to use or permit the use of the Services for any prohibited, indecent, unlawful, harmful, unauthorized, purpose, 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.

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

7.4 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.

7.5 The User agrees with instructions or requests of IPKO and/or authorized authority, in particular regarding the use of the service or investigation of any offense.

7.6 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.

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

7.8. 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 8 – Equipment of IPKO and obligations for its use

8.1 To use Fixed Telephony service for private users, the user will be provided with Voice Modem, which enables users to access this service.

8.2 Voice modem is the property of IPKO and is provided to the User for use during the term of the Agreement. Upon termination of the Agreement, the User is obliged to return the modem no later than 5 days.

8.3 The User is obliged to use and maintain the modem pursuant to the instructions provided by the manufacturer, as well as those given by IPKO. IPKO is not responsible for the destruction of the modem as a result of carelessness, or ignorance of User. In the event that the User does not comply with the instructions for the use of the modem and as a result of his actions the modem is rendered unusable, then the User must pay for the use of new modem.

8.4 In the event of theft of the modem, User is obliged to provide the theft report from the Kosovo Police, in order to get a new modem. If the User cannot provide this report, than he must pay to use the new modem.

8.5 Use of terminal equipment of the User is limited to the internet and television services provide only by IPKO (modem and TV receiver), whereas equipment such as the mobile telephone and WI-FI router have no limitation as to the device and specific manufacturer.

8.6 All equipment used by the User must comply with technical standards and specifications approved by RAEPC and implemented by IPKO.

8.7 In case of cancellation of the Contract, IPKO is the owner of the equipment and these should be returned to IPKO latest 10 days after the cancellation of the Contract. The User is obliged to assist IPKO in retrieving the equipment from the location of the User. If the User doe not act in compliance with this Article, IPKO has the right to initiate legal proceedings against the User, in order to claim compensation.

Article 9 – Prices, tariffs and the manner of payment

9.1 In order to use the service in question, the User is obliged to prepay the service, by activating the package for the specified period of activation.

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

9.3 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.

Article 10 - Entry into force, duration and termination of the agreement between the User and IPKO

10.1 Agreement between the User and IPKO will enter into force after signing of the Contract by the User and will last for one (1) year from the date of signing the Contract for the use of Fixed Telephone service for private Users. This Agreement may be extended after the expiry of 1 year period, as long as the User refills his account.

10.2 The User account has duration of one full year (365 days). After this period, if the User does not refill the account, he will be able to make and receive calls for another 30 days, and re-activate the fixed telephony services. After expiry of these 30 days, the User cannot place and receive calls.

10.3 After expiry of these 30 days, the User has available another 90 days, during which period he cannot make or receive calls, to re-activate his account. If the User does not refill the account, IPKO considers the Agreement as terminated and withdraws the number and remaining fixed account balance.

10.4 If the User decides to discontinue using the service before the expiration of the account, then any remaining credit on the account of the User will be lost.

10.5 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.

10.6 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.

10.7 The User can terminate the Contract with a written warning and without mentioning the reasons for this. The Agreement will be terminated at the time selected by the User, even if he requires termination. IPKO will terminate the service as soon as technically possible and will confirm this in writing to the User.

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 fixed telephony 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. IPKO Fixed telephony functions only when the telephone is plugged in electrical outlet, therefore, calls to emergency services cannot be placed during electrical power outages. In cases when the telephone is plugged in electrical outlet, emergency services are provided for the User of Fixed 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 Fixed telephony.

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.