



## TERMS AND CONDITIONS FOR SUBSCRIPTION TO PREPAID DIGITAL TELEVISION SERVICES FOR PRIVATE USERS PROVIDED BY IPKO TELECOMMUNICATIONS LLC

### **Article 1 - Contents of the Terms and Conditions for Subscription**

1.1 Terms and Conditions for subscription to prepaid digital television services for private users, (hereinafter referred to as **“Terms and Conditions”**) govern the rights, obligations and conditions for use of the services of digital television provided by **“IPKO Telecommunications LLC”** (hereinafter referred to as **“IPKO”**).

1.2 In addition to these Terms and Conditions, manner and conditions for provision of prepaid digital television services of IPKO, will be also 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 (hereinafter referred to as **“RAEPC”**); contract for subscription to digital television services of IPKO, offers, annexes, published IPKO pricelist, as well as other documents signed by the User and IPKO, which as a whole constitute the Agreement between them.

### **Article 2 – Definitions**

**“Agreement”** means the entire contractual relationship between the User and IPKO for the use of the prepaid digital television service for private users, which comprises of the basic Contract signed by the User, respective Annexes, these Terms and Conditions for subscription, published IPKO pricelist, and other accompanying documents.

**“Digital receiver/Set-up Box”** is the equipment where the Smart Card is inserted and which is connected to the TV set and with an external source of signal, which turns the digital signal into content which is shown on the TV set.

**“Smart Card”** is the card which is inserted in the digital receiver and without which the TV channels packages cannot be opened.

**“Telecommunications services”** are services in line with the elusive services including Internet, fixed telephony, mobile telephony and cable TV, as well as tangible products including telephone handset and accessories.

**“Contract”** is the document signed by the parties, which makes the Agreement entered into lawfully.

**“Effective date”** is the date/time when the Contract was signed.

**“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.

**“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 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.

**“OTT TVIM service”** is the value added service provided to the User of the digital television which allows access to the mobile phone, tablet or laptop application, for viewing specific IPKO channels on these devices.

### **Article 3 – Access to the service provided**

3.1 To have access to prepaid digital television services for private Users, 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 IPKO is obliged to provide existing users of internet, or fixed telephony, with digital cable television services, not later than 24 hours from the moment the user has signed the contract for the use of digital cable television. New clients who are not subscribed to IPKO Internet or Fixed Telephony service, and who wish to use the service in question, will be provided with the service after completion of required installation, no later than five (5) days from the date of signing of this Agreement.

### **Obligations of IPKO**

#### **Article 4 – Quality of service**

4.1 IPKO will provide the User with high quality service, in good faith and in accordance with the technical possibilities and the 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 prepaid Digital Television 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 +383 (0) 49700700 and +383 (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. The User may also submit any request or complaint in writing to the official email address [info@ipko.com](mailto:info@ipko.com), or in IPKO shops.

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/Measures in the event of misuse of the service by the User**

6.1 The service offered by IPKO is on residential and family basis. The User is not allowed to resell any product or service provided by IPKO, except in cases when there is a separate agreement in writing with IPKO. Use of IPKO products and services is clearly limited to the User, whose name appears on the Contract.

It is prohibited to use the service for the purpose of resale or any illegal purpose.

6.2 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. 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.

6.3 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.

6.4 In the event that IPKO cancels the contract with the User for reasons mentioned above, the latter is responsible to fulfill all remaining financial obligations towards IPKO, including compensation for any eventual damage that IPKO may suffer as a result of the actions of the User.

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

6.6 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 – Equipment of IPKO and rules for its use**

7.1 Digital receiver, Smart card and other equipment's given to the User during the term of the agreement, are the property of IPKO.

7.2 Digital receiver has a 1-year warranty, whereas the Smart card a warranty of 4- years, from the moment of receipt. Repair of the equipment will be done by the company contracted by IPKO, whose contact details will be provided to the User at the moment of signing of the Agreement. During the warranty period, the contracted company is responsible for any repairs to any defects arising from the normal use of equipment.

- 7.3 The User is obliged to use and maintain the equipment according to the instructions of the manufacturer of the equipment, as well as those provided by IPKO. For any malfunction of the equipment, as specified by the contracting company, the User is obliged to submit the equipment to the contracted company.
- 7.4 The User is responsible for any and all mains of the power supply connected to equipment that provides the service. The User shall not hold IPKO responsible for any and all defects and/or damages resulting from electric power to which the device/modem providing the service is connected.
- 7.5 Grounding and protective measures against lightning and overvoltage of electrical household appliances and installations of the User (except digital receiver and modem), are part of installations and household appliances of the User, and for these, IPKO Telecommunications LLC assumes no liability at all where such equipment and installations were not executed/set and connected according to the regional norms and standards. All possible damage to equipment or installations of the User, which can be caused or are caused by the non - correctness of these protective measures or failure to respect the regional norms and standards, will not be compensated by IPKO Telecommunications LLC and all warranties will be void. For the safety of the User and the User appliances, it is recommended that the User grounds in a single point all video and audio equipment and installations connected to the cable network of IPKO Telecommunications LLC.
- 7.6 If the User does not follow the rules for the use of equipment specified in Article 8 of these Terms and Conditions, and as a result of his/her actions the digital receiver or the smart card are not usable and are damaged, the User must purchase a new digital receiver and smart card, the price of which set in the IPKO pricelist. If IPKO finds that the digital receiver or smart card is unusable, the User will be provided with the same digital receiver or smart card, for free.
- 7.7 **List of preventive activities proposed by IPKO to its User is as follows:**
- 7.7.1 In the event of lightning storms, the User should disconnect the equipment from the electrical outlet;
- 7.7.2 The User must ensure that the entire home electrical network has grounding system with standard of <math>5\text{ohm}</math>;
- 7.7.3 The User is advised to use/install outlets with surge protection in order to protect the household from lightning and high electrical voltage;
- 7.7.4 The User is advised to use the voltage corrector and UPS (uninterrupted power supply) to protect the household from unstable voltage and power cuts;
- 7.7.5 **Guidelines for proper connection of IPKO equipment:** 1: Switch off TV; 2: Connect RF cable (radio frequency connector) to IPKO STB; 3: Connect the TV cables (HDMI – High Definition Multimedia Interface or RCA phono connector); 4: Plug STB (digital receiver) in power; 5: Switch on TV and STB;
- 7.7.6 **Instructions for proper disconnecting of IPKO equipment:** 1: Switch off the TV and STB (Digital receiver); 2: Disconnect STB from the outlet; 3: Disconnect IPKO RF cable (radio frequency connector) from the STB (Digital receiver); 4: Disconnect HDMI cable (HDMI – High Definition Multimedia Interface).
- 7.8 Network equipment/facilities installed at the location of the User are considered property of IPKO and will be managed under the Agreement. If these equipment/facilities are not needed for provision of services required by the User, the latter does not need to pay for them.
- 7.9 Use of the terminal equipment of the User is limited to digital television services in equipment offered only by IPKO (digital receiver and smart card). Other than equipment of IPKO that User possesses for the duration of the Contract, for the use of the service in question the User must only use models of devices that are in compliance with all applicable laws, standards, regulations, user guides and the User is solely responsible for how devices are used.
- 7.10 All equipment to be used by the User must comply with the technical standards and specifications adopted by the RAEPC and implemented by IPKO.
- 7.11 In event of cancellation of the contract, IPKO is the owner of the equipment and it should be returned to IPKO at the latest within ten days of the date that the contract is canceled. User is obliged to assist IPKO in retrieving the equipment from the location of the User. If the User fails to comply with this Article, IPKO has the right to initiate legal proceedings against the User, to seek compensation.

#### **Article 8 – Copyright**

8.1 All programs broadcasted on digital cable network of IPKO are protected by the Law on Copyright and Related Rights (No. 2004/45) as well as other relevant laws applicable in Kosovo. Reproduction, republication, storage, retransmission, or redistribution of any of the programs broadcasted on digital cable television of IPKO is strictly prohibited, except for personal and certainly not commercial use.

8.2 OTT TVIM service is limited on IPKO's network due to content of broadcasting rights of the channels that this service offers.

#### **Article 9 - Prices, tariffs and the manner of payment**

9.1 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](http://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 The Agreement between the User and IPKO shall enter into force upon signature of the Contract by the User and will last for as long as the User will prepay for Digital Cable Television service.

10.2 If the User decides to stop using the service before the expiration of the package, any remaining credit on the User account will be lost.

10.3 If the subscriber does not refill to IPKO the account with a new package within 3 months, the Contract will be terminated and the User is obliged to return the digital receiver and the smart card in shop, in accordance with these Terms. The equipment delivered (Digital Receiver and Smart Card) must be in good condition. Otherwise, the User is obliged to pay for their value, the price of which is specified in the Contract for subscription.

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

10.5 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 penalization until the last day of the month following the receipt of the first invoice as a result of these changes.

10.6 The User may 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 immediate 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**

**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/mbrojta-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](mailto: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.

#### **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.

**IPKO**

[Sales Place] \_\_\_\_\_  
Place

[Date] \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Subscriber**

[Name Surname] \_\_\_\_\_  
Place

[Date] \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature