



**TERMS AND CONDITIONS FOR SUBSCRIPTION TO INTERNET SERVICES FOR BUSINESSES PROVIDED BY IPKO
TELECOMMUNICATIONS LLC**

Article 1 - Contents of the Terms and Conditions for Subscription

1.1 Terms and Conditions for subscription to IPKO services, respectively internet services for businesses, (hereinafter referred to as **“Terms and Conditions”**) govern the rights, obligations and conditions for use of this service 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 internet services for businesses, 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 IPKO services, respectively internet services for businesses, 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

“Telecommunications services” means a line of service including Internet, fixed telephony, mobile telephony and Internet, as well as tangible products including telephone handset and accessories.

“Contract” is the document signed by the parties, which make the Agreement to be entered into lawfully.

“Agreement” means the entire contractual relationship between the User and IPKO for the use of internet service for businesses.

“Annex” is the additional documentation used in support of Specific Product Conditions to collect User information and also enable the service to the User or vice versa.

“Price List” is a list of prices and tariffs that accompanies each product and service provided by IPKO.

“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.

“Equipment” all IPKO's equipment's given to the User, without which the access to IPKO Internet service cannot be obtained. The equipment's given to the User as IPKO's property.

“Minimum speed (guaranteed speed)” - is the lowest speed provided by IPKO to the User in accordance with the contract.

“Maximum speed” - is the speed that the User expects to receive at least a certain pane of time (e.g. at least once a day).

“Advertised Speed” - is the speed that an IPKO will use in commercial communications, including advertisements and marketing related to promotion of Internet access offers.

“Usual speed available” is the speed which a user can reach most of the time when accessing the services.

Article 3 – Service provided

3.1 To have access to internet services for businesses, the User is obliged to enter into a contract with IPKO. For entering into a contract, the User must provide IPKO with the following documents: Business certificate, Information on Business with a validity of at least 12 months, Copy of the ID card of the person authorized to enter into the Agreement, and in case the authorized person is not the owner of the business, original authorization for the same.

3.2 IPKO is obliged to provide existing users of internet, or fixed telephony, with digital cable television services for businesses, not later than five (5) working days from the moment the User has signed the contract for the use of digital cable television.

3.3 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 ten (10) days from the date of signing of this Agreement.

3.4 Activation of Internet service for businesses could take a maximum of 5 (five) working days after all necessary installations are completed.

3.5 IPKO will provide businesses with various packages for provision of Internet services, the description of which will be made in IPKO brochures, offers or relevant annexes to 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 The minimum speed, the usual speed available as well as the maximum speed of downlink and uplink speed, depending on the capacity / package that the user has in use, will vary as the following:

Downlink Speed			Uplink Speed		
Max	Min (20%)	Usual (20%)	Max	Min (20%)	Usual (20%)
100 Mbps	20 Mbps	20 Mbps	20 Mbps	4 Mbps	4 Mbps
30 Mbps	6 Mbps	6 Mbps	6 Mbps	1.2 Mbps	1.2 Mbps
25 Mbps	5 Mbps	5 Mbps	5 Mbps	1 Mbps	1 Mbps
20 Mbps	4 Mbps	4 Mbps	4 Mbps	0.8 Mbps	0.8 Mbps
15 Mbps	3 Mbps	3 Mbps	3 Mbps	0.6 Mbps	0.6 Mbps
10 Mbps	2 Mbps	2 Mbps	2 Mbps	0.4 Mbps	0.4 Mbps

4.4 Acceptance of the speeds described above depends on many factors, namely how many devices are connected to the end device of IPKO's, User's location, applications uploaded to the User's device, and their configuration, heavy traffic in one location etc. Consequently, the speeds described above will be secured to IPKO's equipment, and IPKO cannot control the user's devices that the User uses to access the service.

4.5 Internet service peak hours are starting at 20:00 and lasting until 00:00.

4.6 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 as necessary to perform the work.

4.7 IPKO will undertake reasonable traffic management measures in order to prevent blocking or network security, such measures shall be proportionate and shall last as long as necessary / indispensable.

4.8 IPKO will repair the obstacles, referring to the conditions and level of service reported by measurements made by RAEPK, without excluding assistance services.

4.9 In accordance with these Terms and Conditions, IPKO shall not be liable for any interruption or weakening of Internet service, 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 RAEPK.

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

4.11 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 and customer care

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, 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

6.1 The User is obliged to use Internet services for businesses, in strict accordance with the Agreement in question.

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:

- Warn the User to use the service in accordance with the Agreement;
- 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 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.

6.4 The User is not permitted 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 of any person or send unsolicited commercial messages to any person.

6.5 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.

6.6 The User agrees with instructions or requests of IPKO and/or the authorized body, especially for the usage of the service and in connection with the investigation of any offense.

6.7 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. Benefits, rights and obligations accepted by the User with this Agreement cannot be transferred to a third party without written consent of IPKO.

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

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

6.10 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 network facilities:

7.1 Equipment for the provision of Internet service:

7.1.1 Modem and other equipment's provided to the user for use of the service during the term of the Agreement, are property of IPKO. Upon termination of the Agreement, the user is obliged to return the modem no later than 5 days.

7.1.2 For any defect of equipment of IPKO, the user is obliged to report to User care unit numbers in specified in Article 5 above.

7.1.3 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.

7.1.4 IPKO is not responsible for the damaging of the modem as a result of carelessness, or ignorance of the User.

7.1.5 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, whose price is determined in the IPKO pricelist.

7.1.6 In the event of theft of the modem, the 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, then he must pay to use the new modem.

7.1.7 The User is responsible for the safety of his computer, hardware and software or other equipment's in the use, including and its data. IPKO does not maintain the computer and LAN and other equipment's of the User and does not take any responsibility for damage or loss of these data, as a result of using the service, or for eventual damage caused by using the service.

7.1.8 By notifying the user in advance, IPKO has the right to change the equipment/modem used by the User, with the aim of maintaining, upgrading, modernization, and optimization of the network. Equipment remains in ownership by IPKO.

7.1.9 All equipment used by the User should comply with standards and technical specifications approved by the RAEPK and implemented by IPKO.

Article 8 – Prices and the manner of payment

8.1 Prices of services are published in the IPKO pricelist. IPKO reserves the right to change these prices, notifying the User in advance.

8.2 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.

8.3 The User is obliged to pay invoices received from IPKO on monthly basis, within the time specified in Article 8.5.

8.4 In case of disputed invoices, the User is required to file a written appeal to business sales representative or business office of IPKO.

8.5 Terms of payment - 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.

8.6 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, and IPKO offer and brochures.

8.7 In the event that after the suspension, the User does not pay the bills, IPKO reserves the right to cancel the service, and to initiate legal proceedings to recover the debt of the User to IPKO.

8.8 In cases where the User does not specify the reference number of the invoice (s) at the time of payment of IPKO services, IPKO is entitled to use the amount deposited by the User to close the older unpaid invoices of the User. This will not apply in cases where the user will specify the reference number/s of the invoice/s that he pays.

In the event of failure of the User to pay the invoice, IPKO will apply the measures listed below:

- o Notification via e-mail;
- o Notification via SMS;
- o Call by IPKO;
- o Deactivation/termination of service; and
- o Sending the case for non-payment of debt to private enforcement Agent/Court. In such case, IPKO will apply penalties for late payment in accordance with applicable Laws in Kosovo

8.10 The User will receive invoices for the service provided by IPKO in three different forms: SMS invoice, PDF invoice via email, self-care portal.

8.11 Access to Self-Care portal is done by following the steps below:

- The User must initially sign a Contract for provision of service
- 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).
- In this portal the User will have access to all invoices from previous months.

8.12 In case the User decides to stop using the service before the expiration of the package, then any remaining credit in his account will be lost.

8.13 Activation of the account of the respective package is done from the day when the User records it on his computer, and its duration depends on the choice of the User and it appears in the IPKO refill card, which can be obtained in official IPKO shops.

8.14 If the User still has remaining days of active package and wants to activate a different package (which is different from the package already active), then the User loses the remaining days and the desired package is immediately activated.

8.15 If the User wants to top-up the package before the expiration of the account, then he does not lose the remaining days, but only adds to the validity of the package for as many days as there are within the new account, from the day of expiration of the old account.

8.16 IPKO tariffs, prices for connection, guarantee deposits and modalities of applications will be included in writing in the Additional Documentation and/or are available on www.ipko.com.

8.17 Unless otherwise stipulated in additional documentation, IPKO will invoice payments in euro and the User will be able to perform the obligations in euro. The price includes Value Added Tax (VAT), except for the exempted authorities under the applicable laws of Kosovo.

8.18 In case of late payment from the User, interest and/or late payment fee will be applied in the pricelist.

8.19 All prices are net. Additional obligations, the banking commission, in addition to the normal payment obligations within the country must be paid by the User.

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

9.1 The Agreement in its entirety enters into force in the moment of activation of the service/s by IPKO, and shall for the period specified in the main Contract. After the expiration of the initial period, the agreement will continue to be in force for indefinite period of time, if the Subscriber does not interrupt the service in accordance with these conditions.

9.2 In cases where the User has signed a contract with binding period, and wants to terminate the contract before the expiration of contractual period, the User is obliged to compensate IPKO for the value of investment for provision of this service if applicable and the value of the remaining months as specified in the main Agreement, i.e., the Contract for the provision of Internet services.

9.3 In any event of termination of this Agreement, whether by the User or by IPKO, the User is required to pay all outstanding debts to IPKO, within the deadlines set by IPKO, otherwise, IPKO will initiate legal proceedings for compensation of damage caused to IPKO by the actions of the User.

9.4 IPKO reserves the right to terminate the service in case of breach by the User of these specific conditions. In case of serious violations, IPKO reserves the right to take legal action against the User under the laws in force.

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

9.6 The User has the right to terminate the Agreement in the event that IPKO will increase the fee 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.

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

9.8 In the event of termination of this Contract by the User before the expiry of the contractual period, the User is obliged to compensate to IPKO the remaining value of this service, which is stipulated in the Contract for the provision of Internet services for businesses.

Article 10 – Suspension and cancellation of services

10.1 IPKO may, with prior notice, suspend services to the User, in whole or in part, if the User fails to perform the obligations towards IPKO, in any amount by this Agreement on the due date specified in the invoice, or in case of committing any fraudulent activity on products and services of IPKO.

10.2 IPKO may, without prior notice, cancel any services for the User on grounded reasons, including, without limitation:

- i. when the User does not perform 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 false or misleading information to IPKO or does not notify IPKO for any changes, as required by Article 6 of these Conditions.

10.3 In the event of cancellation, any amount remaining in the account of the User will be withdrawn by IPKO.

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 www.ipko.com/mbrojtja-e-te-dhenave/ 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.

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

13.1 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 RAEPK 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

[Name Surname]

Signature

User

[Name Surname]

Signature