



**TERMS AND CONDITIONS FOR SUBSCRIPTION TO POSTPAID PRO COMBINED TELECOMMUNICATIONS SERVICES FOR BUSINESSES
 PROVIDED BY IPKO TELECOMMUNICATIONS LLC**

Article 1 - Contents of the Terms and Conditions for Subscription

1.1 These Terms and Conditions for subscription to PRO combined services of IPKO, respectively Mobile Telephony, Internet and Digital Television 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 the manner and provision of the service in question 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 (hereinafter referred to as “**RAEPC**”); Contract for subscription to postpaid combined 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 service in question, 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.

“**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**” are instruments necessary for the performance of the service. They enable the performance of duties by mechanical advantages, or offer the possibilities which would likely not be offered naturally to the User of the service.

“**Approved Equipment Model**” is the equipment that is in compliance with certain standards.

“**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.

“**Modem**” – is a device that enables the connection of computers to the IPKO network and from there directs the Internet connection.

“**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.

“**PRO PACKAGE**” is a product offered to businesses with monthly tariff which contains services of Mobile Telephony, Internet and SD and HD Digital Television.

“**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 – Access to the service provided

3.1 To have access to postpaid services in question, 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 In order to use this service, the User will be equipped with a SIM card, respectively a telephone number. Activation of the service may take maximum 2 working days after the moment of the signing of the Agreement between the User and IPKO.

3.3 After signing of the Contract, IPKO is obliged to provide the User with Internet services, no later than five (5) days from the date of signing of this Contract, during which time the necessary installation for the provision of telecommunications services will be performed.

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
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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 RAEPC, without excluding assistance services.

4.9 In accordance with these Terms and Conditions, IPKO shall not be liable for any interruption or weakening of postpaid Mobile Telephony, Internet and Digital Television service for businesses, 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.

4.10 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 required to use IPKO combined services, respectively the services of Mobile Telephony, Internet and Digital Television 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:

- 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 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.

6.5 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 authorized authority, in particular regarding the use of the service or 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 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.

6.8 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 providing the 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 it no later than 5 days.

7.1.2 For any defect of the equipment, the User is obliged to report to Customer Care numbers specified in Article 5 above.

7.1.3 The user is obliged to use and maintain the modem according its manufacturer's instructions, as well as those given by IPKO.

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

7.1.5 If the User does not comply with the rules for the use of the modem and as a result of his actions the modem is unusable, then the User must pay for the use of the new modem, the price of which is set out in the IPKO pricelist.

7.1.6 In the event of the theft of the modem, the User is obliged to provide a report on the theft by the Kosovo Police, in order to get a new modem. If the User cannot provide this report, then it needs to pay for the use of 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 which is used by the User, with the purpose of maintenance, upgrading, modernization, or optimization of the network. Equipment remains the ownership of IPKO.

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

7.2 Equipment for provision of HD Digital Television service:

7.2.1 Digital receiver and Smart card are the property of IPKO.

- 7.2.2 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.
- 7.2.3 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.
- 7.2.4 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.
- 7.2.5 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.
- 7.2.6 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.
- 7.2.7 List of preventive activities proposed by IPKO to its User is as follows:
- 7.2.7.1 In the event of lightning storms, the User should disconnect the equipment from the electrical outlet;
- 7.2.7.2 The User must ensure that the entire home electrical network has grounding system with standard of <5ohm;
- 7.2.7.3 The User is advised to use/install outlets with surge protection in order to protect the household from lightning and high electrical voltage;
- 7.2.7.4 The User is advised to use the voltage corrector and UPS (uninterrupted power supply) to protect the household from unstable voltage and power cuts;
- 7.2.7.5 Guidelines for proper connection of IPKO equipment:
- o Step 1 Switch off TV;
 - o Step 2 Connect RF cable (radio frequency connector) to IPKO STB;
 - o Step 3 Connect the TV cables (HDMI – High Definition Multimedia Interface or RCA phono connector);
 - o Step 4 Plug STB (digital receiver) in power;
 - o Step 5 Switch on TV and STB;
- 7.2.7.6 Instructions for proper disconnecting of IPKO equipment:
- o Step 1 Switch off the TV and STB(Digital receiver);
 - o Step 2 Disconnect STB from the outlet;
 - o Step 3 Disconnect IPKO RF cable (radio frequency connector) from the STB (Digital receiver);
 - o Step 4 Disconnect HDMI cable (HDMI – High Definition Multimedia Interface).

Article 8 – Prices, tariffs and the 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 Promotional offer with telephones is valid only for one subscription, thus the User cannot benefit more than one time from this promotional offer.
- 8.5 In cases where the User after being subscribed wishes to terminate the subscription before the expiry of the subscription period, payment will not be reimbursed by IPKO and the User will lose the subscription.
- 8.6 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.
- 8.7 In case of activation of the package, the User will have the possibility to add in his circle 10 prepaid numbers, which communicate between them free of charge.
- 8.8 After using minutes/SMS/MB which are part of the respective package, the User will be billed based on the official prices pursuant to IPKO pricelist published on www.ipko.com (sector of Mobile Telephony for businesses).
- 8.9 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. The User can pay the invoice in IPKO shops, authorized distributors or through the bank. If the user does not pay the invoice for the service provided by IPKO for 2 consecutive months, IPKO will have the right to discontinue the service and also the number possession. 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. In the event that after the suspension, the User does not pay the invoice, IPKO reserves the right to cancel and deactivate the service, and to initiate legal proceedings to recover the debt of the User to IPKO.
- 8.10 The User will receive invoices for the services provided by IPKO in three different forms: SMS invoice, PDF email invoice, 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 refill card of IPKO, which can be provided in official IPKO shops.

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

8.15 If the User wishes 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 new account, from the date of expiration of the old account.

8.18 In the case of late payment by the User, interest rate and/or late payment fee will be applied on the pricelist.

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

9.1 This Contract enters into force on the day of its signature and shall remain in force for an unlimited period. Due to promotional price, the initial period of 12/24 months is binding and the User agrees not to terminate it, neither to change to a cheaper package/price of the service. In case of termination of this contract by the User before the expiry of the initial term of 12/24 months, or request to change into a cheaper package/price, the User is obliged to compensate IPKO with remaining value of the equipment's/mobile devices given to Subscriber, based on amortization form, which is part of the agreement. Such obligation shall not apply in case the User wants to upgrade the package.

9.2 IPKO and the User reserve the right to terminate the Agreement before the expiry of the binding contract, with prior written notice of 1 month.

9.3 In any case 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 compensation for the damage caused to IPKO from the actions of the User.

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

9.5 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.

9.6 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.

9.7 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 10 – Suspension and cancellation of services

10.1 IPKO may, with prior notice, suspend services provided to the User, in whole or in part, if the User fails to timely perform the obligations towards IPKO in any amount under 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 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.

10.3 In case 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 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 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.

11.3 **Emergency services.** Emergency services are provided for the User of the mobile and fixed telephony service for businesses 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/mobile telephony, containing only the location of the cell from which the User has initiated the call. IPKO fixed telephony functions only when the telephone is plugged into electrical power therefore calls cannot be placed in the event of electrical power outages.

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 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

User

[Name Surname] _____

[Name Surname] _____

Signature

Signature