



TERMS AND CONDITIONS FOR SUBSCRIPTION TO PREPAID INTERNET 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 Internet Service for private users (hereinafter referred to as "Terms and Conditions") govern the rights, obligations and conditions for use of the Internet 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 private users shall also be governed by the Law on Electronic Communications in Kosovo, no. 04/L-109, applicable regulations for the provision of electronic telecommunications services in Kosovo adopted by the Regulatory Authority for Electronic and Postal Communications in Kosovo (hereinafter referred to as "RAEPC"); the Contract for subscription to Internet services for private users of IPKO, offer, respective annexes, published IPKO price list, as well as other documents signed by the User and IPKO, which constitute the entire agreement between them.

Article 2 – Definitions

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

"Agreement" means the entire contractual relationship between the User and IPKO for the service in question, which comprises 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 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.

"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.

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

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

"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 prepaid Internet services for private Users, the User is obliged to enter into a contract with IPKO. To use the service in question, the User is obliged to prepay the service, activating the appropriate package for the specific period of activation.

3.2 For entering into a contract, the User must have with him a valid ID card or passport, for verification of personal data. If the User is under the age of 16, the Contract will be entered into by his parent or legal guardian are, who, on the occasion of signing of the Contract, shall deposit to IPKO a copy of his ID card, as well as Family Certificate/court decision (in the case of registration by legal guardian).

3.3 After signing 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 will be performed.

3.4 Provision of service may be delayed in cases where IPKO has no cables in the location of the User. In such cases, IPKO does not guarantee a specified time for the start of service provision.

Article 4 - Quality of service – functioning of the network and defects

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

4.2 Depending on the package that the User chooses, the following packages have the following specifications:

The specifics of the package 1 are: Transfers 10Mbps DW / 2Mbps UP; Limitation 30GB; The service will stop after the limitation reached;

The specifics of the package 4 are: Transfer 30Mbps DW/2Mbps UP; Limit 120 GB; After reaching the limit the package is degraded to: 20Mbps DW/5Mbps UP;

The specifics of the package 5 are: Transfer 1000Mbps DW/2Mbps UP; Limit 200 GB; After reaching the limit the package is degraded to: 30Mbps DW/10Mbps UP.

4.3 In order to use Package 4 and 5 the User must have the modem DOCSIS 3.0 Cable Modem.

4.4 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:

Download Speed			Upload Speed		
Max	Min (20%)	Usual (20%)	Max	Min (20%)	Usual (20%)

100 Mbps	30 Mbps	30 Mbps	20 Mbps	5 Mbps	5 Mbps
60 Mbps	15 Mbps	15 Mbps	12 Mbps	3 Mbps	3 Mbps
30 Mbps	10 Mbps	10 Mbps	6 Mbps	2 Mbps	2 Mbps
20 Mbps	5 Mbps	5 Mbps	4Mbps	1 Mbps	1 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 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.

4.7 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 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.

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

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

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

4.12 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 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 local 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.

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 Internet service, for prepaid private users, in strict accordance with the Agreement in question.

7.2 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.

7.3 In the event that IPKO cancels the contract with the User for reasons mentioned above, the latter is responsible to fulfil all remaining financial obligations towards IPKO.

7.4 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.

7.5 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.

7.6 The User agrees with instructions or requests of IPKO and/or authorized authority, in particular about the usage of the service and in connection with the investigation of any offense.

7.7 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.

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

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

7.10 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 8 - IPKO's equipment and network facilities

8.1 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.

8.2 For any defect of equipment, the user is obliged to report to Customer care unit numbers in specified in Article 6 above.

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.

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

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 Equipment/facilities of the network installed at the location of the User are considered the property of IPKO and will be managed as defined in the Supplementary Documentation. If these equipment/facilities are not required to provide services required by the User, the later does not need to pay for those.

8.10 The User must use only the approved model of Network Equipment, in order to comply with all laws, standards, rules, user manual and the User alone is responsible for how the equipment is used.

8.11 The use of terminal equipment of the User is limited to the Internet and television services in the equipment provided only by IPKO (modem and TV receiver), whereas equipment such as mobile phones and Wi-Fi router have no restrictions related to equipment and specific manufacturer.

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

8.13 In case 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. The 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, and seek compensation.

Article 9 – Prices, tariffs and the manner of payment

9.1 To use the service in question, the User is obliged to prepay for the whole contractual period, by activating the appropriate package for a certain 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.

9.4 In case the User has remaining days of active package and wants to activate another packet (which is different from the already active package), then the user loses the remaining days and immediately activates the desired package.

9.5 If the User does not recharge the account with the new package within 3 months, the Contract will be terminated and the User is obliged to return the modem to the IPKO shop, in accordance with the Terms and Conditions of subscription to IPKO telecommunications services, which are an integral part of this Agreement.

9.6 In case the user decides to terminate the use of the service before the expiration of the package, any remaining credit in his account will be lost.

9.7 In case the User wants to refill 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 the new account is valid, from the day of expiration of the old account.

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

10.1 Agreement between user and IPKO will last for as long as the user will prepay for internet service provided by IPKO. Manner of payment of service is described in Article 9, above.

10.2 IPKO reserves the right to terminate the service in the event of breach by the User of these Terms and Conditions. In case of serious breach, IPKO reserves the right to take legal action against the User, pursuant to the laws in force.

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

10.4 The User has the right to terminate the Agreement in the event that IPKO will increase the tariff for the service provided by the Agreement, without being charged, until the last day of the month following the receipt of the first invoice as a result of these changes.

10.5 The User can terminate the Contract with a written notice and without mentioning the reasons for this. The agreement 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.

Article 11 - Suspension and cancellation of services

11.1 IPKO may, with prior notice, to suspend services provide to the User, in whole or in part, if the User fails to timely 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 towards products and services of IPKO.

11.2 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.

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

Article 12 - Protection of data, privacy of Users of IPKO, cooperation with law enforcement authorities

12.1 **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/mbrojtijs-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.

12.2 **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 13 - Transfer of rights and obligations and limitation of liability

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

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

13.3 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 14 - Force Majeure: Issues beyond the reasonable control of one of the parties

14.1 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 15 – Applicable Law and Dispute Resolution

15.1 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.

15.2 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 16 – Final Provisions

16.1 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] _____ [Date] _____
Place Date

Signature

Subscriber

[Name Surname] _____ [Date] _____
Place Date

Signature