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**TERMS OF SUBSCRIPTION TO SEPARATE AND BUNDLE FIXED TELECOMMUNICATION SERVICES FOR PREPAID PRIVATE USERS PROVIDED BY IPKO TELECOMMUNICATIONS L.L.C.**

**Article 1 - Contents of the terms of subscription**

1.1 Terms of subscription to **IPKO’s separate and bundles fixed services**, namely Internet, Fix Telephony and Digital Televisions Services for Prepaid Private Users provided by IPKO Telecommunications L.L.C. (hereinafter referred to as: “**IPKO**”).

1.2 In addition hereto, the manner and conditions for providing the digital cable television service shall be also governed by Law no. 04/L-109 on Electronic Communications, applicable regulations for the provision of electronic telecommunications service in Kosovo approved by the Regulatory Authority of Electronic and Postal Communications (hereinafter referred to as: "RAEPC"), Regulation No. 2016/01 approved by the Independent Media Commission (hereinafter referred to as: IMC), the Contract for subscription to digital cable television service for private users of IPKO, offer, respective annexes, IPKO published pricelist, and other documents signed by the User and IPKO which, taken collectively, constitute an agreement between them.

**Article 2 - Definitions**

**Agreement** means the entire contractual relationship between a user and IPKO for using the service in question, composed of the basic contract signed by the User, relevant annexes, the present Conditions for Subscription, published pricelist of IPKO, and other accompanying documents.

**“Contract”** means the document signed by the parties, containing the essential binding elements agreed by the parties.

**Date of entry into force** means the date/time on which the contract is signed.

**Activation/Date of initiation of service** means the time starting from which the User has access to and may use the selected service and product.

**Suspension** means a situation where the User has temporarily no access to services, unless the services and products selected by the User have been annulled.

**Annulment/Termination** means a situation when all services whereto the User has had access have been annulled and cannot be used without re-subscribing.

**Service User** means a natural person subscribed to one or more products and services provided by IPKO and who, directly, accepts IPKO Terms of Use.

**Network** means the space where wired or wireless devices are connected, thus enabling the provision of telecommunication services.

**Devices** are instruments needed to undertake or perform the service. They allow performance of tasks through mechanical priorities, or provide an opportunity that would otherwise not be possible to be naturally provided to the Service User.

**Modem** means a device that enables connection of computers to IPKO network and from there runs Internet connections.

**Smart Card** means the Card which is inserted into the digital receiver and without which the package with TV channels cannot be opened.

**Separate and Bundle Fixed Services** is the product offered, containing Internet, Digital Television and Fixed Telephony Services for prepaid private users, as a separate/single service or bundle services.

“**TVIM Service”** means a value added service offered for the Digital TV Service User that enables access to mobile phone, tablet or laptop application to view certain IPKO channels in the same devices.

**Minimum speed (guaranteed speed)** means the lowest speed provided by the Internet Service Provider to the subscriber in accordance with the contract.

**Maximum speed** means the speed that the subscriber expects to receive at least a certain pane of time (e.g. at least once a day).

**Advertised Speed** means the speed that an Internet Service Provider uses in commercial communications, including advertisements and marketing related to promotion of Internet access offers. In case the speeds are included in a marketing offer of the Internet Service Provider, the advertised speed must be specified in the published information and in the contract for each offer.

**Usual speed available** means the speed which a subscriber can reach most of the time when accessing the services.

**Article 3 - Access to the Provided Service**

3.1 To access **the separate and bundle fixed services** for prepaid private users, the User must enter into a Contract with IPKO. To conclude the Contract, the User must have with himself a valid ID card so that his personal details are verified. In case that on behalf of the User comes an authorized person, the latter must present the Authorization and a valid identification document.

3.2 IPKO is obliged to offer to the existing users of internet or fixet telephony services the digital cable television services, not later than 24 hours from the moment when the User signs the Digital Cable Television Use Contract. To new users who are are not subscribed to internet service or fixed telephony at the moment of signing the digital television service contract, the service will be provided after the necessary installation is completed, and latest within five (5) days from the date of signing of this Agreement.

**Obligations of IPKO**

**Article 4 – Service Quality**

4.1 IPKO will provide the User with high quality service, in good will, and in line with the technical capacities and under agreed conditions.

4.2 IPKO will regularly monitor and measure the use of network capacity and, in specific segments, will dynamically avoid potential loads. For segments where it is not possible to carry out a dynamic load distribution, IPKO shall apply internal procedures to optimize the sources in such segments. The application of these manners and internal procedures by IPKO will have a positive impact on enhancing the service performance. The minimum level of service quality provided to consumers will depend on the published measurements carried out by RAEPC.

4.3 Minimum speed, usual speed available and the maximum upload and download speed depending on the capacity/package that the user is using, will vary as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Download speed** | | | **Upload 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 Receipt of the speeds described above depends on many factors, namely how many devices are connected to IPKO’s terminal equipment, location of user, applications installed in the devices of the user and their configuration, loaded traffic in one location, etc. Consequently, the speeds described above will be provided up to the equipment of IPKO, and IPKO cannot control the devices of the user which the latter uses to receive the service.

4.5 For Internet service, peak hours are starting from 20:00 and last until 00:00.

4.6 By notifying the User beforehand, IPKO shall reserve the right to terminate the provision of service for the purpose of network maintenance, upgrading, modernization or optimization. These interruptions will be until the works are carried out.

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

4.8 IPKO will repair hindrances by making reference to the terms and service level reported in the measurements made by RAEPC, without excluding the assistance services;

4.9 In line with these Terms, IPKO shall bear no responsibility for any interruption or weakening of the Internet and Digital TV Service for prepaid private users, or for any failure in the network resulting from any natural disaster or other circumstance out of IPKO control which the latter cannot foresee and prevent (force majeure). In case of severe failures in networks, IPKO shall undertake all the possible steps to repair such failures as soon as possible, while adhering to the priority list provided by Article 16.1 of Regulation Prot. No. 009/B/16 of the RAEPC.

4.10 IPKO is responsible for provision of digital television services in accordance with these Terms, at the location set forth under the Contract signed between IPKO and the User. In case of change of the location, IPKO is responsible to transfer the services only to the zones covered by IPKO services, while if the respective zone lacks coverage, IPKO shall not hold any responsibility for transferring the respective services.

4.11 In no case shall IPKO bear responsibility for indirect damages or loss of income sustained by the User.

4.12 No warranty or guarantee can be granted concerning the availability, quality, functioning or maintenance of voice traffic or data in cases where the User communicates with individuals who use another telecommunication operator.

**Article 5 - Resolution of complaints of Users, Due Care and resolution of disputes**

5.1 In line herewith, IPKO shall provide support to the User 24/7 (every day, seven days a week) via telephone numbers: +383 (0)49 700 700 and +383 (0) 38 700 700. Prices for calls to customer care numbers are free of charge only for on-net calls, and for calls from local operators (PTK and Vala) the charges determined by these operators shall apply. Additionally, IPKO shall provide support to the User also via free-toll number 080070070 for all users of Kosovo operators. The user may also submit any request or complaint in writing to the official email address [info@ipko.com](mailto:info@ipko.com), or at IPKO Shops.

5.2 Following the notification of failure, in case it cannot be corrected via telephone, IPKO shall, within 5 (five) days, get back to the User with a response for the problem solution.

5.3 The User must submit a compensation claim within 30 days from the date when he/she was made aware of the problem or when the latter appeared.

5.4 In the event of termination of services for at least one (1) day, for every day, IPKO shall compensate the end-user with two days. The compensation may be in the form of reimbursement or extension of validity depending on the type of service or package.

5.5 Complaints or objections against a bill shall be submitted by the User to IPKO not later that 15 (fifteen) days after their receipt, while other complaints shall be submitted not later than 30 (thirty) days after the action or removal of the action by the service provider.

5.6 In case the Parties do not manage to resolve the problem of the User in accordance with the procedures described in this Article, then the User may initiate a proceeding for the resolution of the dispute, including the submission of a complaint in accordance with the procedures and rules for resolving disputes, as foreseen by Article 84 of Law on Electronic Communications No. 04/L-109.

**Article 6 – User's obligations and measures to be undertaken in case of misuse of the service by the User**

6.1 The service offered by IPKO is based on residential, family and premium basis. The User is prohibited to resell any product or service provided by IPKO unless he/she has a written , separate agreement with IPKO. The use of IPKO products and services is clearly limited for the User, whose name is mentioned in the Contract. It is prohibited to use the service for any reselling or illegal purposes.

6.2 The User is not allowed to use, or allow the use of, services for any prohibited, obscene, unlawful, damaging, unauthorized, defamatory, or deceiving purposes or cause any injury, offense or harassment of any person, or send unwanted commercial messages to any person. The User is not allowed to use, or allow the use of, services that would cause dysfunction of the network or service quality being negatively affected, weakening or interruption or intervention in the integrity or security of any communication network or system.

6.3 The User is prohibited to misuse the service, namely the User is obliged to use the services in line with the Agreement and applicable laws; otherwise IPKO shall be entitled to cooperate with legal authorities having jurisdiction and, depending on the degree of misuse, IPKO shall be entitled to take the following measures:

1. Warning the User to use the service in line with the Agreement;
2. Suspending or automatically annulling the service provided by IPKO without bearing any responsibility for User's compensation and, as a result, requesting compensation for the damage incurred due to misuse from the part of the User.

6.4 In case IPKO annuls the contract with the User due to the aforementioned reasons, the latter is responsible for carrying out all the remaining financial obligations towards IPKO, including compensation of any eventual damage that may occur to IPKO as a result of actions of the User.

6.5 The User must immediately notify IPKO of any potential issue related to the services or products he/she is using.

6.6 The User must provide accurate personal details when requested by IPKO. The User must notify IPKO of any change in such details within ten (10) days of the date when the modification took place.

6.7 The User is obliged to make all the payments and pay all obligations in line with the Agreement.

**Article 7 - IPKO’s Equipment and Network Facilities:**

**7.1 Equipment for Provision of Internet Service**

7.1.1 The modem is the property of IPKO's and the User is provided for use during the term of the agreement.

7.1.2. The user is responsible for the security of his computer, hardware and software or other equipment in use, including his data. IPKO does not maintain the User's computer and LAN and bears no responsibility for the damage or loss of such data as a result of using the service.

**7.2 Equipment for the provision of HD Digital Television service:**

7.2.1 The Digital Recipient and the Smart Card are the property of IPKO's and Users are provided for use during the term of the Agreement.

**7.3 Fixed Telephony Service Provisioning Equipment:**

7.3.1 To use the Fixed Telephony service, the User shall be provided with a Voice Modem, which enables the User to access this service.

7.3.2 The Voice Modem is the property of IPKO's at all times and the User is given access to it for the duration of the Agreement.

**7.4. User maintenance of equipment and their return:**

7.4.1 The User is obliged to use and maintain the equipment specified above, as directed by its manufacturer, as well as those provided by IPKO. IPKO is not responsible for the breakdown of the equipment as a result of carelessness or ignorance of the User.

7.4.2 If the User fails to comply with the rules on the use of the equipment and as a result of its actions the equipment becomes unusable, then the User shall pay for the use of the new equipment, the price of which is set out in the list of IPKO's prices.

7.4.3 The User is responsible for any and all electricity supply network connected to the equipment providing the service. The user will not make IPKO liable for any and all defects and / or damages resulting from the electricity to which the service device / modem is connected.

7.4.4 Clipping and lightning protection and electrical overvoltage of the customer's home appliances (except digital and modem) are part of the user's home wiring and equipment, and IPKO Telecommunications sh.k. bears no responsibility in all cases where such equipment and installations are not executed / deployed and locked in accordance with regional norms and standards. All eventual damage to the User's equipment or installations, which may be caused or caused by the incorrectness of these safeguards or failure to comply with regional standards and norms, will not be compensated by IPKO Telecommunications sh.k. and all guarantees will be null and void. For the safety of the user and the user's home appliances, it is recommended that the user make all video and audio equipment and installations connected to the IPKO Telecommunications cable network to a common point.

7.4.5 The list of preventive activities proposed by IPKO to its user is as follows:

7.4.5.1 During lightning the user shall disconnect the equipment from the electrical outlet;

7.4.5.2 The user must ensure that the entire home electrical network has a grounding system with a standard of <5Ohm;

7.4.5.3 The user is advised to use / install voltage-protected outlets in order to protect the household from lightning and high electrical voltage;

7.4.5.4 The user is advised to use a voltage corrector and UPS to protect the household from unstable voltage and power outages;

7.4.5.5 Instructions for properly connecting IPKO's equipment: 1: Disconnect TV; 2: Connect the RF cable (radio frequency connector) to IPKO STB; 3: Connect the TV cables (HDMI - High Definition Multimedia Interface or RCA phono connector); 4: Power STB (Digital Receiver) key; 5: Open TV and STB;

7.4.5.6 Instructions for properly disconnecting IPKO's equipment: 1: Shut down the TV and the STB (Digital Receiver); 2: Disconnect STB cable from current; 3: Disconnect the IPKO RF cable (radio frequency connector) from the STB (Digital Receiver); 4: Disconnects the HDMI cable (HDMI - High Definition Multimedia Interface).

7.4.6 The TVIM service is restricted to IPKO's network due to the rights to transmit the content of the channels that this service provides.

7.4.7 In the event of theft of equipment used by the User, the User is obliged to submit a report on theft by the Kosovo Police in order to obtain the new equipment. If the User cannot provide this report, then he / she must pay for the new equipment.

7.4.8 By notifying the User in advance, IPKO has the right to change the equipment / modem that is in use by the User for the purpose of maintaining, upgrading, modernizing, or optimizing the network. The equipment remains owned by IPKO's.

7.4.9 All equipment used by users shall comply with the standards and technical specifications approved by RAEPC and implemented by IPKO.

7.4.10- Devices in use by the User only operate when they are connected to electricity, therefore, services cannot be provided through them during electricity shortages.

7.5 For the change of any device in use of the User, the User and IPKO shall sign the replacement form of the device, on the basis of which new equipment for use of the User will be identified.

**Article 8 - Copyright**

8.1 All programs broadcasted on the digital cable network of IPKO are protected by the Law on Copyrights and Related Rights (No. 2004/45) and other relevant applicable laws in Kosovo. It is strictly prohibited to reproduce, republish, store, retransmit, or redistribute any of the programs broadcasted on IPKO’s Digital Cable Television, except for personal use and by no means commercial use.

8.2 TVIM Service is limited to IPKO network due to the rights to broadcast the content of channels that this service provides.

**Article 9 - Prices, fees and payment method**

9.1 To use the service in question, the User is obliged to prepay it, by activating the relevant package for the certain period of activation.

9.2 IPKO tariffs, prices for connection and application modalities shall be included in the relevant annexes and/or at [www.ipko.com.](http://www.ipko.com.)

9.3 IPKO shall invoice the payments in Euro and the User will be able to make the payment in Euro. All prices are in net amount. The prices will reflect the Value Added Tax (VAT) except for authorities exempted therefrom pursuant to the laws applicable in Kosovo. Additional obligations, bank provisions, etc., shall be paid by the User.

9.4 In case the User still has remaining days from the active package and wants to activate a different package (different from the current active package), the User will lose the remaining days and shall have the desired package activated.

**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 on the occasion of signing the Contract by the User, and it shall last for as long as the User will prepay for the combined fixed services.

10.2 In case the User decides to stop using the service before the expiration of the package time limit, then any remaining amount the account of the User will be lost.

10.3. If the User does not refill the account with a new package within 3 months, the Contract shall be terminated and the User is obliged to return the Digital Receiver, the Smart Card and the Modem to the IPKO Shop, in accordance with these Terms. Returned equipment must be in a regular condition. On the contrary, the User is obliged to pay for their value, the price of which is described on the Subscription Contract.

10.4 The User shall be timely notified of all proposed amendments to the terms of the Agreement not later than thirty (30) days prior to the entry into force of such amendments. If the User does not agree to the amended terms of the Agreement, he/she is entitled to terminate the Contract without any penalty.

10.5 The User is entitled to terminate the Agreement in case IPKO increases the charge for the service specified in the Agreement, without any penalty until the last day of the month after receiving the first bill reflecting such changes.

10.6 The User may terminate the contract, by written notice and without mentioning the reasons on an official working day, within the working hours form 08:00-16:00. The request will be treated on a working day, during the working hours form 08:00 - 16:00. The Agreement shall be terminated in accordance with the main Terms for provision of service, described in the Contract signed by the User. IPKO shall terminate the service as soon as technically possible and shall confirm this in writing to the User, and the latter is obliged to satisfy all obligations towards IPKO.

10.7 Upon termination of the Agreement, the Subscriber is obliged to return the IPKO equipment in use no later than 5 days (by the 5th of each month). In case the User does not return the device, he is obliged to compensate IPKO for the value of the device in use at that moment based on the price list published on IPKO website at the moment of termination.

**Article 11 - Protection of data, privacy of IPKO users, cooperation with public order authorities**

11.1 **Protection of data, privacy of IPKO users** IPKO shall, fully adhering to the Law on the Protection of Personal Data, process the personal details of the users of its electronic communication services, including the name, surname, personal number, address, line number, mobile number, and e-mail address. The User may be informed about the proceedings for protection and processing of personal data at IPKO official website: [www.ipko.com/mbrojtja-e-te-dhenave/](http://www.ipko.com/mbrojtja-e-te-dhenave/). The User may also send any written request or complaint concerning the use of data via this e-mail [ipkoprivacy@ipko.com](mailto:ipkoprivacy@ipko.com).

**11.2 Cooperation with law enforcement authorities** The User shall bear full responsibility for the information or content of details he/she transmits and transfers to third parties using the IPKO internet network. IPKO shall bear no responsibility whatsoever for such content or data which the User receives from third parties via IPKO network. In accordance with the laws applicable in Kosovo, IPKO will cooperate with the public order authorities as regards the requests that these authorities might have concerning the service used by the User.

**11.3 Emergency Services** IPKO's landline telephony only works when the phone is plugged in, so no electricity can be made during emergency calls. In cases where the telephone is electrically connected, emergency services are provided to the Fixed Telephony Service User without any restrictions as to the status of the User's account. Emergency service is provided for emergency number 112. Customers will be notified in advance of any changes to access to emergency services. Caller location information services for Emergency Center needs cannot be provided to fixed line customers only

**Article 12 - Transfer of rights and obligations, and limitation of responsibility**

12.1 The User is not entitled to transfer to third parties the rights and obligations stemming from this Agreement without prior written approval by IPKO.

12.2 IPKO shall reserve the right to transfer to the IPKO legal successor the rights and obligations stemming from the present Agreement.

12.3 Broadcasting rights for channels and events provided by IPKO on its platform are contracted for certain periods of time. During the negotiation of such rights, IPKO always aims to contract the latter for as long as possible, however, taking into consideration the dynamic character of such rights, it is impossible for IPKO to guarantee that the content of its platform will be unchanged during the contractual period with the User.

12.4 To the extent permitted by the law, IPKO shall bear no responsibility for any injury, loss or damage resulting directly from the use of IPKO services or products, or from the User’s inability to use IPKO services. IPKO shall not be responsible for any service or product sold by any unauthorized commercial agent or unauthorized third party.

**13 Force majeure**

1 Neither of the parties is responsible for failing to fulfill the obligations caused by, or resulting from, a force majeure, including unforeseeable, unexpected events that are out of the parties' control, such as severe and extreme weather, floods, landslides, earthquakes, hurricane, lightning, fire, acts of terrorism, war (with or without war being declared), pandemic, riots, explosions, strikes or labour protests, civil unrest, sabotage, expropriation by the Government, or other acts or events that are out of the reasonable control of the relevant Party. IPKO shall not be held responsible for failing to meet the obligations in case of:

i. rejection or delay of a third party in supplying IPKO with telecommunication services and if there is no other alternative service available at a reasonable price; or

ii. IPKO is limited by definitions legal in nature or RAEPC in providing a certain service.

**Article 14 – Declaration of state of emergency and/or health emergency**

14.1 In either case, declaration of state of emergency and/or health emergency in the country, IPKO will take all measures for an effective coordination to manage the situation in accordance with all recommendations from the responsible national institutes and all decisions of the decision-making body.

14.2 IPKO shall not be held liable for failure to fulfill the obligations resulting from the limitations set by decisions of the decision-making body in situations of state of emergency, health emergency, disasters and/or other situations declared in emergency situations, which affect the restriction of the use of IPKO's resources.

**Article 15 - Entry into force**

This agreement shall be governed by, and interpreted in line with, the laws applicable in Kosovo.

**Article 16 - Final provisions**

The Agreement shall entirely substitute all previous agreements concluded between the User and IPKO, and shall constitute an Agreement in entirety, concerning its object, and may not be amended or supplemented by other means except in writing and upon the signature of the authorized representatives of both parties. In case any provision in the Agreement is unlawful or inapplicable, it shall be separated and removed from the Agreement; the remaining provisions shall remain applicable and IPKO will timely substitute them.

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| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **IPKO** | | |  | **User:** | | |
| [ShopPlace] |  | [OrderDate] | [CustomerFullName] |  | [OrderDate] |
| Place/[CustomerCity] | Data/ Date | Place/[CustomerCity] | Data/ Date |
|  |  |  |  |
|  | Nënshkrimi/ Signature |  | | | Nënshkrimi/ Signature |