



TERMS OF SUBSCRIPTION TO TOP BUNDLE TELECOMMUNICATION SERVICES FOR PRIVATE/BUSINESS POSTPAID USERS PROVIDED BY IPKO TELECOMMUNICATIONS L.L.C.

Article 1 - Contents of the terms of subscription

1.1 Terms of subscription to IPKO TOP Bundle Services, namely Mobile Telephony, Internet and Digital TV and Fixed Telephony Services for Private/Business Postpaid (Monthly Billing) Users provided by IPKO Telecommunications L.L.C. (hereinafter referred to as: “IPKO”).

1.2 In addition to these Terms, the manner and conditions for providing IPKO’s Bundle Services, namely Mobile Telephony, Internet, Digital TV and Fixed Telephony Services for Private/Business Postpaid (Monthly Billing) Users shall be also governed by Law no. 04/L-109 on Electronic Communications, applicable regulations for the provision of electronic telecommunications service, approved by the Regulatory Authority of Electronic and Postal Communications (hereinafter referred to as: “RAEPC”), the IPKO Bundle Services Subscription Contract, namely Mobile Telephony, Internet, Digital TV and Fixed Telephony Services for Private/Business Postpaid (Monthly Billing) Users, offer, IPKO’s 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.

“**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 or legal 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.

“**SIM card**” – is a card containing a code which makes it possible to connect to the network and identify the users. SIM card provides protection to the User through the PIN code (Personal Identification Number). When the code is unsuccessfully entered three times in row, the account is temporarily blocked. The SIM card may be unblocked by entering the PUK code (Personal Unblocking Key).

“**Voice Modem**” is a device to which the User’s phone device is connected, without which the access to the Fixed Telephony service cannot be made.

Non-geographic numbers are phone numbers, reserved by RAEPC for IPKO’s needs, which do not give indications about the geographical location of the phone number.

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

“**Digital Receiver / Set-up Box**” means a device wherein the Smart Card is inserted and which is connected with the TV and the external signal source, which transforms the digital signal into content, which is then presented on TV.

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

“**TOP Bundle Services**” means the product offered which contains three different packages: TOP S, TOP M and TOP L, the specifics of which will be described herein.

“**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 and specifications of the product

3.1 To access to the TOP Bundle Service for Postpaid Private/Business Users for use within the territory of the Republic of Kosovo, the Private User is obliged to enter into a contract with IPKO, and must have with himself/herselv the identity card, for data identification, while the business user must submit to IPKO the following documents: Business certificate, information on business, with a validity time period of at least 12 months;

3.2 In case the User is under 16 years of age, then the Contract must be signed by his/her parent or legal custodian who, when signing the Contract, must submit to IPKO a copy of his/her ID card and a family certificate/court decision (in the case of registration by the legal custodian).

3.3 In order to enable the use of the TOP Bundle Service for private/business postpaid (monthly billing) user, IPKO is obliged to register the User. To enable this registration, the User must deposit to IPKO a copy of valid identification card or passport or in case of situation described under point 3.2 above, the documents mentioned thereunder.

After signing the Contract, IPKO is obliged to provide internet services to the User, not later than five (5) days from the date of signing the Contract, during which time, the necessary installations for the provision of telecommunication services will be made.

3.4 TOP Bundle Services consist of the following packages:

- **TOP S Package** containing 1Postpaid Mobile Telephony Package and the possibility to add 10 numbers in the circle for free of charge communication, unlimited SMS and minutes within the network, 5 GB mobile data and 300 minutes communication with national operators, 1 Super DUO MINI Package with digital television with 58 channels, Internet speed up to 20 Mbps, 1 fixed telephony number with a 12 month subscription. The fixed number will be able to communicate free of charge with all other mobile telephony numbers being in the circle under the contract.
- **TOP M Package** containing 1Postpaid Mobile Telephony Package and the possibility to add 10 numbers in the circle for free of charge communication, unlimited SMS and minutes within the network, 10 GB mobile data and 500 minutes communication with national operators, 1 Super DUO Family HD

Package with digital television, Internet speed up to 60 Mbps, 1 fixed telephony number with a 12 month subscription. The fixed number will be able to communicate free of charge with all other mobile telephony numbers being in the circle under the contract.

- **TOP L Package** containing 1Postpaid Mobile Telephony Package and the possibility to add 10 numbers in the circle for free of charge communication, unlimited SMS and minutes within the network, 10 GB mobile data and 500 minutes communication with national operators, 1 Super DUO Premium HD Package with digital television, Internet speed up to 100 Mbps, 1 fixed telephony number with a 12 month subscription. The fixed number will be able to communicate free of charge with all other mobile telephony numbers being in the circle under the contract.
- **TOP L Package with phone.** Private users of the Top service who will satisfy the initial period of 12 months, as part of the continuation of the use of the TOP L package will be able to buy a phone, the payment of which will be allowed in installments for 12 consecutive months, provided that the Client does not have any open invoice to IPKO for the initial period of 12 months.

3.5 Fixed and mobile telephony number

3.5.1 To enable the use of fixed telephony service of the TOP Bundle Services, the User will be equipped with a fixed telephony number. The respective number for the User is destined for his/her exclusive needs in a duration of 1 year and IPKO, during the Contract duration, cannot transfer the same number to any other party. The User shall have not ownership over the numbers received, therefore he/she cannot sell or transfer the number to third parties. The numbers shall remain a property of IPKO and will be withdrawn from the User in case of termination of the Contract between the User and IPKO.

3.5.2 Similarly, to enable the use of fixed telephony service of the TOP Bundle Services, the User will be equipped with a SIM card, which will be activated 24 hours after signing the Contract between the User and IPKO.

3.6 With the service in question, the User of the mobile telephony service gains the right to create a circle to communicate free of charge with 10 additional numbers. Adding these persons into the circle will be enabled through code *233# and it will cost 1.00 EUR (one euro) and this amount will be charged to the User in the monthly bill, but this amount will be transferred as a credit into the phone account of the person that the User has added in the circle. Duration of communication between the persons in the circle is not limited.

3.7 The client can add and remove numbers in/from the circle through the USSD code *233#, adding numbers in the circle shall be done through the USSD code *233*49/48 or 43xxxxxx*1#. While to remove numbers from the circle shall be used the USSD code *233*49/48 or 43xxxxxx*2#. Viewing of the list of members in the circle is done through the USSD code *233*49 or 43xxxxxx*3#.

3.8 In case the User wants to change the package, by choosing a package intended for use in the Western Balkan countries, the User can access the services in question without any initial additional tariff. In case the User switches to a postpaid packages intended for use in the Western Balkans countries, the services deriving from the "Pako TOP" available to the User will be deactivated and the benefits will be lost. In each case, the User remains responsible for fulfilling the obligations set out in the current package in use.

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 RAEP.

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
60 Mbps	12 Mbps	12 Mbps	12 Mbps	2.4 Mbps	2.4 Mbps
20 Mbps	4 Mbps	4 Mbps	4 Mbps	0.8 Mbps	0.8 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 can not 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 RAEP, without excluding the assistance services;

4.9 In line with these Terms, IPKO shall bear no responsibility for any interruption or downgrade of the service of Mobile Telephony, Internet, HD Digital Television and Fixed telephony, for prepaid users, or for postpaid contract private users, or any failure in the network caused by natural disasters, or any other circumstance out of IPKO's control which it 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 RAEP.

4.10 IPKO is responsible for provision of 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 of such coverage, IPKO shall not hold any responsibility for transferring the respective services. In any case, the User shall be obliged to compensate IPKO with the monthly payment of the current month and the monthly payment of the service for the remaining period in accordance with the terms of the Contract and provisions set forth under Article 9 of these Terms.

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 and Due Care

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, Vala, and Zmobile) 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, 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 than 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

6.1 The User is obliged to use services of Mobile Telephony, Internet, Digital Television HD and Fixed Telephony, for private/business users with postpaid contract, in full compliance with the contract in question. 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.

6.2 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:

- i. Warning the User to use the service in line with the Agreement;
- ii. 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.

6.3 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.

6.4 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. Benefits, rights, and obligations agreed to by this agreement by the User cannot be transferred to any third party without a written consent from IPKO.

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

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

6.7 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.

Article 7 - IPKO's Devices and Network Facilities:

7.1 Equipment for Provision of Internet Service

7.1.1 Modem is property of IPKO and it is granted for use to the User for the duration of the agreement. Upon termination of the agreement, the User is obliged to return it not later than 5 days (until the 5th of each month). In case the User does not return the device, he/she shall be obliged to compensate IPKO the value of the device being used by the User at that moment. The values of the devices are specified in the contract and other documents received by the User when changing the devices during the contractual period.

7.1.2 The User is obliged to use and maintain the modem in accordance with the instructions of producer, as well as those provided by IPKO.

7.1.3 IPKO assumes no responsibility for failure of the modem as a result of negligence or ignorance of the User.

7.1.4 If the User does not comply with the rules for the use of the modem and as a result of his/her actions the modem becomes unusable, then the User must pay for the use of a new modem, the price of which is set forth in the price list of IPKO.

7.1.5 In case of theft of modem, the User is obligated to submit the report of theft from the Kosovo Police, in order to obtain the new modem. In the event that the user cannot provide this report, then he/she must pay for the use of a new modem.

7.1.6 The user is responsible for the security of his/her computer, hardware and software or other devices in use, including his/her data. IPKO does not maintain the User's computer and LAN and holds no liability for damage or loss of these data as a result of using the service.

7.1.7 By providing a notice in advance, IPKO has the right to change equipment/modem used by the User, with the aim of maintenance, upgrade, modernization, or optimization of the network. The equipment shall remain property of IPKO.

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

7.2 Equipment for Provision of Digital HD Television Service

7.2.1 Digital receiver and Smart Card are property of IPKO and they are provided for use to the User for the duration of the agreement. Upon termination of the agreement, the User is obliged to return such devices not later than 5 days (until the 5th of each month).

7.2.2 Digital receiver has a 1 year guarantee, and the Smart Card a 4 year guarantee from the moment of receipt. Repairing of equipment will be done by a company contracted by IPKO, whose contact details will be received by the User on the occasion of signing the Agreement. During the guarantee period, the contracted company bears the responsibility for any repair of any malfunction that emerges from the normal use of equipment.

7.2.3 The User is obliged to use and maintain the equipment in accordance with the instructions of producer, as well as those provided by IPKO. For any malfunction of equipment, identified by the contracting company, the User is obliged to report to the contracting company.

7.2.4 The User is responsible for any and all electricity supply network connected to the equipment that provide the service. The User will not hold IPKO responsible for any and all malfunctions and / or damages resulting from electricity to which the service equipment/modem is connected.

7.2.5 Earthing and protective measures against lightning and over voltage of equipment and household installations of the client (except for the digital receiver and modem), are part of the installations and household appliances of the User and for these, IPKO Telecommunications L.L.C. shall bear no

responsibility in all cases when these equipment and installations have not been executed/placed and connected according to regional norms and standards. All eventual damages of equipment or installations of the User, that may be caused or are caused by incorrectness of such protective measures or failure to comply with regional norms and standards, will not be compensated by IPKO Telecommunications L.L.C. and all guarantees shall be null. For the safety of the User and household appliances of the User, the latter is recommended to implement earthing in a joint point for all video and audio devices and installations connected to the cable network of IPKO Telecommunications L.L.C.

7.2.6 If the User does not comply with the rules for the use of equipment as provided under Article 7 herein, and as a result of his/her actions the digital receiver or smart card become unusable and damaged, the User must buy a new digital receiver and smart card, the price of which is set forth in the price list of IPKO. If IPKO finds that the digital receiver, or the smart card are unusable, the User will be equipped with the same digital receiver the smart card, free of charge. Digital receiver and Smart card are property of IPKO and they are granted for use to the User for the duration of the agreement. Upon termination of the agreement, the User is obliged to return such devices not later than 5 days (until the 5th of each month). In case the User does not return the device, he/she shall be obliged to compensate IPKO the value of the devices being used by the User at that moment. The values of the devices are specified in the contract and other documents received by the User when changing the devices during the contractual period.

7.2.7 The list of preventative activities proposed by IPKO for the User is as follows:

7.2.7.1 At times of lightning, the User should switch off the devices from the electrical outlet;

7.2.7.2 The User must ensure that the entire electrical network in the house has earthing system with the standard system of <50hm;

7.2.7.3 The User is advised to use/install outlets with voltage protection in order to protect the appliances from lightning and over voltage;

7.2.7.4 The User is advised to use voltage corrector and UPS (uninterruptible power supply) to protect the appliances from the voltage and electricity outages;

7.2.7.5 **Instructions for proper connection of IPKO equipment:** 1: Switch off TV; 2: Connect RF (radio frequency connector) cable to IPKO STB; 3: Connect TV cables (HDMI – High-Definition Multimedia Interface or RCA connector); 4: Connect the STB (digital receiver) to power; 5: Open TV and STB;

7.2.7.5 **Instructions for proper switch off of IPKO equipment:** 1: Switch off TV and STB (digital receiver); 2: Pull STB cables from electrical outlets; 3: Pull IPKO RF cable (radio frequency connector) from STB (digital receiver); 4: Pull HDMI cable.

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

7.3 Equipment for Provision of Fixed Telephony Service:

7.3.1 To use the service of fixed telephony, the User will be equipped with a Voice Modem which enables the User access to the service.

7.3.2 Voice Modem is property of IPKO and it is granted for use to the User for the duration of the agreement. Upon termination of the agreement, the User is obliged to return it no later than 5 days.

7.3.3 The User is obliged to use and maintain the modem in accordance with the instructions of producer, as well as those provided by IPKO.

7.3.4 IPKO assumes no responsibility for failure of the modem as a result of negligence or ignorance of the User.

7.3.5 If the User does not comply with the rules for the use of the modem and as a result of his/ her actions the modem becomes unusable, then the User must pay for the use of a new modem, the price of which is set forth in the price list of IPKO.

7.3.6 In case of theft of modem, the User is obligated to submit the report of theft from the Kosovo Police, in order to obtain a new modem. In the event that the User cannot provide this report, then he/she must pay for the use of a new modem.

7.3.7 Fixed telephony of IPKO functions only when the phone is connected to electricity, therefore no call can be made without electricity.

Article 8 - Prices, fees and payment method

8.1 IPKO tariffs, prices for connection and application modalities shall be included in the relevant annexes and/or at www.ipko.com.

8.2 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. IPKO shall publish in advance the content and duration of the packages.

8.3 For the Mobile Telephony TOP S package, the User will have the maximum limit of monthly expenses in the amount of 10.00€ (), TOP M package will have the maximum limit of monthly expenses in the amount of 15.00€, TOP L package will have the maximum limit of monthly expenses in the amount of 15.00€. Increase of the limit for private clients can be made through the USSD code *202#, while for business clients, the increase of limit can be made upon specific request of the User addressed to his/her point of contact at IPKO Sales. The condition for increase of the limit for private user is to refill the account in order to use the same for increase of limit; the value of increase of the limit will be equal to the refill made by the user.

8.4 The User may use the maximum limit of 50.00 EUR for the fixed telephony service.

8.5 Payment terms - The User will receive bill(s) from IPKO at the end of the month, for the fixed services, and for mobile services from 1 to 6 of the respective month. The bills, depending on the service, will be received by the User in three different forms: SMS invoice, PDF email invoice, SelfCare portal.

8.6 The User is obliged to pay the bill in accordance with the deadline specified in the respective bill. The User may pay the bills at www.shop.ipko.com, IPKO shops, authorized dealers or through bank. If the User does not comply with the deadline for payment of the invoice(s), IPKO reserves the right to suspend the service in question. If the service is suspended, the User is obliged to pay the price of re-establishing the suspended connection, based on the pricelist determined in the contract, offers, and leaflets of IPKO.

8.7 In case the User, after suspension, does not pay the invoices, IPKO shall reserve the right to annul the service and deactivate the services, and to initiate legal proceedings for compensation of the debt of the User to IPKO.

8.8 In case the User fails to pay the bill, IPKO shall apply the following measures: SMS notification; e-mail notification; phone call from IPKO; blocking calls when in roaming; blocking outgoing calls; suspension (blocking incoming or outgoing calls); deactivation of the service; referring the case to a private law enforcement agent/Court for compensation of the debt to IPKO. In such case, IPKO shall apply penalty rates due to late payments pursuant to the applicable laws in Kosovo.

8.9 Access to selfcare portal system is made by following the steps below: The User must send a request via USSD; The User will receive an SMS containing the user name and password; The User must create a new personal account in the business portal (self-care portal); The User will receive an SMS code token whenever he/she tries to access the self-care portal; In this portal, the User shall have access to all the bills, including those of previous months.

8.10 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.

8.11 In case the User wishes to refill the package before the expiry of the account, then the remaining days shall not be lost, but only the validity of the package will be extended for the number of days that the new account is valid, from the date of expiry of the old account.

8.12 IPKO fees, prices for connection and application modalities shall be included in the relevant annexes and in the official website of IPKO www.ipko.com.

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

9.1 This Contract shall enter into force on the date when it is signed and shall be applicable for an initial period of 12 (twelve) months. After the initial period expires, the Contract will remain in force for an indefinite period of time unless the Client terminates the service in line herewith.

9.2 IPKO and the User reserve the right to terminate the contract before the expiry of the binding contract, upon written notice of 1 month. However, in cases where the User has signed a Contract of 12 months, and wishes to terminate it before the expiry of the contracting duration, the User is obliged to compensate IPKO in the amount of the remaining months of the mobile telephony specified in the main Contract, while for fixed services, any balance in the account of the User will be lost.

9.3 In cases when the User is subscribed to package Top L with phone with installment payment, and in case of termination of the package before the expiry of the initial period of 12 months, or in case of a request to change the package to a cheaper price package, the User is obliged to compensate IPKO with the monthly payment of the service for the remaining period as provided by the RAEPK Regulation on Contracts, and the value of the phone for the remaining months.

9.4 In any event of termination of this Contract, whether by the User or IPKO, the User shall be obliged to pay all outstanding debts to IPKO- within the time limits set by IPKO, on the contrary, IPKO will initiate legal proceedings for damage compensation caused to IPKO by the actions of the User.

9.5 The user will not be exempted from paying the contractual penalty for early termination of the contract if he/she chooses to switch from the current package to another postpaid package which includes the provision of services in the Western Balkan countries.

9.6 IPKO shall reserve the right to terminate the service in case of breach of these Subscription Terms by the User. In case of serious breaches, IPKO shall reserve the right to undertake legal action against the User in accordance with applicable laws.

9.7 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.

9.8 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.

9.9 The User may terminate the contract, by written notice and without mentioning the reasons on a working day, within the working hours from 8:00-16:00. The request will be treated on a working day, during the working hours from 08:00 - 16:00. The Agreement shall be terminated at the time determined by the User, even if he/she requests an immediate termination. IPKO shall terminate the service as soon as technically possible and shall confirm this to the User in writing.

Article 10 - Suspension and annulment of services

10.1 IPKO may suspend, upon prior notice, services of the User in whole or in part in case the User fails to perform in due time the obligations of any amount owed to IPKO under agreement on the date specified in the bill, or in case of committing any fraudulent activity against products and services of IPKO.

10.2 IPKO may, without prior notice, annul the Services provided to the User for any grounded reason, including, but not limited to the following:

i. if the User fails to fulfill his/her obligations deriving from the Agreement (particularly the Obligations of the User, as stipulated herein), or any law.

ii. The User provides IPKO with false, incorrect or fraudulent information, or does not notify IPKO of any change that takes place, as required under Article 6 herein.

10.3 In case of annulment, any value remaining in the User's account shall be withdraw by IPKO.

Article 11 - Protection of data, privacy of IPKO users, cooperation with law enforcement authorities, and emergency services

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/mbrojta-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.

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.** Emergency services are provided for the mobile telephony service at any time, without any limit in regard to the User's account balance. The emergency service is accessible by dialing 112. For any change concerning the access to emergency services, the consumers shall be informed in advance. The information service for locating a caller for the needs of Emergency Center may be provided only for fixed telephony costumers, containing only the location of the cell wherefrom the customer initiated the call. Fixed telephony of IPKO functions only when the phone is connected to electricity, therefore no call can be made without electricity in case of emergency calls.

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.

Article 13 - Force majeure Issues beyond the reasonable control of any of the Parties

13.1 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), 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 RAEPK in providing a certain service.

Article 14 – Applicable law and resolution of disputes

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

Article 15 - 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.

IPKO

Representative

Date

Place

Signature

User:

Name and surname

Date

Place

Signature