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“THE BEST PACKAGE IN THE WORLD” MONTHLY BILLING MOBILE TELEPHONY SERVICE SUBSCRIPTION CONDITIONS FOR PRIVATE USER – POSTPAID INDIVIDUAL, PROVIDED BY IPKO TELECOMMUNICATIONS LLC

Article 1 - Contents of subscription terms

1.1 Conditions for subscription to the mobile telephony services **with monthly billing** - “THE BEST PACKAGE IN THE WORLD for Private User - postpaid individual (hereinafter referred to as: “**Conditions**”) guide the rights, obligations and conditions for using the mobile telephony service for private individual postpaid users provided by IPKO Telecommunications LLC.” (hereinafter referred to as: “IPKO”).

1.2 In addition hereto, the manner and conditions for providing the mobile telephony service 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 contract for subscription to mobile telephony services **with monthly billing** - **THE BEST PACKAGE IN THE WORLD** for private users - postpaid individual (postpaid), relevant annexes, published price list of IPKO, and other documents signed by the user and IPKO which, taken collectively, constitute an agreement between them.

Article 2 - Definitions

The definitions used in the present Subscription Conditions shall have the following meanings:

“**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.

“**Non-geographic numbers**” are phone numbers that do not give indications about the geographical location of the phone number.

“**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).

“**Date of entry into force**” is the date/time on which the contract is signed by the User and IPKO.

“**Activation/Date of initiation of service**” is the time starting from which the User has access to and may use, the selected service.

“**Suspension**” is 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**” is a situation when all services whereto the User has had access have been annulled and cannot be used without re-subscribing or reactivating the services, which means entering into a new Agreement.

“**Service User**” is a natural person or legal entity subscribed to one or more products and services provided by IPKO and who, directly or indirectly, accepts IPKO Terms of Use.

“**Network**” is a space where wired or wireless devices are connected, thus enabling the provision of telecommunication services.

“**Non-geographic numbers**” are phone numbers which do not give indications about the geographical location of the phone number.

“**The best package in the world**” is a special package of mobile telephony service for users with monthly billing whereby the User, depending on the “**The best package in the world**” that the User chooses and depending on the initial time limit of the Contract he/she chooses, wins minutes, SMSs and GBs.

Article 3 - Access to service

3.1 To access the mobile telephony services for private users with monthly billing (postpaid), the User must sign the Contract with IPKO. To conclude the Contract, the User must have with himself a valid ID card or passport so that his personal details are verified.

3.2 In case the User is under 16 years of age, then the Contract must be concluded 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 (if the contract is signed by the legal custodian).

3.3 In order to enable the use of the service in question within the range of mobile telephony services for private users with monthly billing (postpaid), IPKO is obliged to register the User. To enable this registration, the User must bring with himself a valid ID card or passport or, in case of situation under item 3.2 above, the documents mentioned thereunder.

3.4 Following the registration of the User, IPKO shall activate his/her SIM card no later than 24 hours after the Agreement is signed between the User and IPKO.

3.5 Specifics of “The best package in the world”

3.5.1 The User, depending on the package he/she chooses, will have a monthly expenses limit, namely as defined under the Packages of the service in the main Contract of the service in question. Also, the User will be able to use unlimited on-net minutes, unlimited SMSs. Also, after spending the MB within the package, the price for 1MB will be 1 cent.

3.5.2 Upon signing the contract, the User will subscribe to the best package in the world of the mobile telephony service for an initial time limit of 12 months.

3.5.3 When the active User spends any of the benefits within the Package, such as minutes, SMSs or internet, the User will be able to buy the same package at 50% discount, valid within the same month. This opportunity will be valid for use only once per month.

3.5.4 Upon spending the internet package chosen by the User, the user will be able to access the Internet by spending from the main account 1 cent per MB or by purchasing one of the other available Internet packages.

Obligations of IPKO

Article 4 - Access to the Provided Service

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 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.

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

4.5 In line with these Conditions, IPKO shall bear no responsibility for any interruption or weakening of the mobile telephony service for private Users with contract (postpaid), 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.

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

4.7 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 User complaints, user service and compensation

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.

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.

Article 6 - User's obligations

6.1 The User is obliged to use the mobile telephony service for private Users with monthly billing (postpaid) with monthly package fully complying with the respective Agreement.

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 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.

6.4 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.

6.5 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.

6.6 The User agrees to the instructions or requirements of IPKO and/or authorized authority particularly to the manner of the use of service and investigation of any minor offense.

6.7 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.

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

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

6.10 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 - Loss and theft of SIM card

7.1 The User shall be responsible for SIM card, that is the number registered in his name in case of any misunderstanding for as long as it is registered in his name.

7.2 In case the SIM card is lost or suspected to have been stolen, the User is obliged to notify IPKO immediately. Having verified the User, IPKO will temporarily suspend the service.

Article 8 - Price, fees and payment method

8.1 IPKO fees, 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.

8.3. Pako PLUS will have the maximum limit of monthly expenses in the amount of 15.00 €, Pako SUPER will have the maximum limit of monthly expenses in the amount of 25.00 €, the TOP package will have the maximum limit of monthly expenses in value of 25.00 €, and for the Fantastic Package will have the maximum limit of monthly expenses in the amount of 30.00 €. Limit increase for private Users can be done through the USSD code * 202 #. The requirement to increase the limit for the private user is to refill the account for the same amount in order to use the same increase of the limit, the limit increase value will be as much as the user will refill.

8.4 Users will be able to increase the initial limit according to the Packages set out above by calling the * 889 # code. The user can increase the limit by 1 times the amount of the initial limit for the respective package. Confirmation for limit increase is done through * 889 * 1 #, the limit amount can be increased up to 3 times during the corresponding actual month.

8.5 Benefits of PLUS and SUPER Package are valid for use within the territory of Kosovo, while benefits of TOP and Fantastik Packages are applicable in roaming with Western Balkan countries for minutes and SMS, while for MB applies the fair use policy (for more information about the fair use policy click [here](#) and/or visit the official website of RAEPK where you can access Regulation No. 51 - Regulation on Implementation of the Fair Use Policy and the Sustainability Assessment Methodology of the Removal of Retail Roaming Tariffs for the Roaming Agreement with the Western Balkans).

8.6 In cases where the User contracts a specific package with telephone, thus obtaining a telephone respective to the package, but, meanwhile, does not pay the monthly bill, then the service will be terminated by IPKO and the prepayment will be lost and he/she will compensate IPKO with the value of investments for providing such service, hence the value of remaining months, as determined in Article 9 hereof.

8.7 In cases where the User contracts a specific package with telephone and, meanwhile, wishes to switch the package, then the User is obliged to pay the total price of the second package which he/she wishes to get, thereby losing all the benefits of the first package he/she has been using up until the moment of the second package activation.

8.8 After spending the minutes/SMSs/MBs that are part of the respective packages, the Users will switch to additional expenses, namely until the predefined limit of packages is reached. Additional expenses are determined in the basic Contract signed by the User or in the relevant annexes.

8.9 The User shall receive the bill(s) from IPKO from the first to the sixth day of the given months, and the User must pay the bill latest by the tenth day of the same month. The bills for the services provided by IPKO shall be received by the User via three different means: SMS bill, PDF bill sent via e-mail, and self-care portal. In this portal, the User shall have access to all the bills, including those of previous months.

8.10 The User may check his account balance at any time, dialing * 123 #.

8.11 The User is obliged to provide IPKO with accurate contact details, namely his/her e-mail and residence address, so that he/she can receive the bills.

8.12 To access the self-care portal system, the following steps are to be followed:

- The User must initially sign the Contract for the service provision;
- The User must send a request via USSD
- The User will accept 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

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

9.1 This contract enters into force on the date when it is signed and shall be applicable for the initial period determined in the Subscription Contract. After the initial period expires, the Contract will remain for an indefinite period of time unless the Client terminates the service in line herewith.

9.2 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.

9.3 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.

9.4 The User may terminate the contract upon a written notice and without providing reasons for doing so. 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.

9.5 **Duration of the "The best package in the world"** The best package in the world of the mobile telephony for private users with monthly billing may be concluded for an initial duration of 12 or 24 months.

Article 10 - Suspension and annulment of services

10.1 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 fulfil his/her obligations stemming from the Agreement (particularly the Obligations of the User, as stipulated herein), or any law; **ii. when the User provides IPKO with false, incorrect information, or does not notify IPKO of any change that takes place, as required under Article 6 hereof; and iii** when the User carries out deceptive activities. In case of annulment, any value remaining in the User's account shall be withdrawn by IPKO.

10.2 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 the interest rate pursuant to the applicable laws in Kosovo.

10.3 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.

10.4 In case the User, after suspension, does not pay the bills, IPKO shall reserve the right to annul the service and deactivate/terminate the number, and initiate legal proceedings for potential compensation of IPKO.

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

11.1 Protection of data, privacy of IPKO users IPKO shall, fully adhering to Law no. 06/L-082 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/. 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 public order authorities** The User shall bear full responsibility for the information or content of details he/she transmits and transfers to third parties using IPKO mobile telephony 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.** 11.3 Emergency services are provided to the User of prepaid mobile telephony service at any time, without limits, regardless of 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 mobile telephony costumers, containing only the location of the cellule wherefrom the customer initiated the call.

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 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 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 RAEPC 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. All the disputable issues will be submitted to IPKO office. A response will be given within 15 days.

14.2 In case the Parties do not manage to reach any agreement by means of talks, 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 15 - Final provisions

15. The entire Agreement composed of these Conditions for Use and all other supplementing documents shall substitute all previous verbal or written 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

User:

[SalesPlace]
Place

[Date]
Date

[NameSurname]
Place

[Date]
Date

Signature

Signature