Terms of Use of My IPKO application provided by IPKO TELECOMMUNICATIONS LLC

1. General Provisions

- 1.1 These terms govern the rights, obligations and terms of use of the mobile application (hereinafter referred to as: **My IPKO**), which is owned by IPKO Telecommunications LLC (hereinafter referred to as **IPKO**).
- 1.2 IPKO reserves the right to change any part of the application and delete any part of the content without prior notice.

2. Terms of Use of My IPKO

- 2.1 My IPKO is not authorized especially for the following activities:
 - Any discrimination, due to race, nationality, religion and political affiliation and sexual orientation;
 - Implementation of portal activities being in conflict with laws;
 - Use of portal services to send inappropriate messages;
 - Any harassment of users through the use of IPKO services.

3. Services and Access

- 3.1 Users will be able to use My IPKO application via mobile phones, with access to the content of the application which enables to check their mobile telephony account, the time limit for the usage of number, the active packages, the nearest IPKO's official point of sale, benefits, to manage My Circle ("Rrethi Im") service, refill their account and accounts of others through bank account, have access to IPKO's newest offers and activate the latter through My IPKO, pay individual customer monthly billing invoices through their bank accounts (clients will be able to perform payments through bank account of all banks in Kosovo).
- 3.2 IPKO is not responsible for the payment of expenses incurred due to the use of other mobile devices or internet connection or transfer of content or any damage due to the transfer or installation of the content produced on the user's mobile phone.

- 3.3 For the purchase of services provided in My IPKO as an application where the work paid through mobile phone terminals or where the payment is connected to the SIM card of the user, shall be used special terms on the use of the IPKO electronic communications services.
- 3.4 The download of My IPKO application and its use will be free of charge.
- 3.5 For the use of paid services provided in **My IPKO** or for the use of paid content, users using or accessing such services will be charged for these services on the basis of a valid pricelist and in the manner specified during the use or access to the service. The pricelist of the offers and services purchased by the user through **My IPKO** is published at www.ipko.com.
- 3.6 If during the ordering of paid services or the contents is not otherwise indicated, the price for using the paid services or accessing paid services will be charged to the user who uses the services through subscription, in their regular monthly invoice for the use of IPKO services; for mobile phone users, the amount of the payment will be deducted from the balance in the credit account.
- 3.7 During the use of paid services or when purchasing the content, in cases where the received content is not possible to be returned because of the nature of the service and the way of access to content, the user (spender) has no right to terminate the contract unless otherwise determined by the applicable laws.
- 3.8 If the user fails to comply with these terms, then IPKO may terminate the use of **My IPKO** application without prior notice.

4 Limitation of guarantees

4.1 IPKO will work to provide new information on **My IPKO**, however it alerts the users of the application that regarding the texts of information character, IPKO does not guarantee and assumes no responsibility for their accuracy and the accuracy of texts of the entire application. IPKO assumes no responsibility for any errors in the content and the correctness and accuracy of the information published, which have resulted due to time inconsistency, erroneous registration of data or due to any other reasons. All users shall use the published content and information at their own risk.

4.2 My IPKO Profile

The user can download the application from the Play Store and App Store free of charge and create an account using the IPKO's mobile phone number. The account can be created by entering the phone number, the code received via SMS, the username, and the password.

4.3 A user who does not want to use his account may delete it.

5. Copyright

- 5.1 The content available on **My IPKO** is not allowed to be reviewed and it may not be reproduced for non-commercial, commercial, and personal purposes. The content is IPKO's property and the user does not gain any ownership, copyright and related rights. The user is entitled to use the content for the foreseen purposes only, and for non-commercial, personal purposes. Content cannot be modified, transcribed, republished or extended for commercial or non-commercial purposes, without written permission and approval by IPKO. In the event of any use of the contents of these pages, all copyright and industrial property rights as well as other notices and warnings must be maintained.
- 5.2 Brands which appear in the application are registered trademarks owned or licensed by IPKO. Any use of such brands without prior written consent from the owner of these rights is prohibited. Trademarks that are not registered as trademarks are protected under the applicable law.

6. Privacy Terms

- 6.1 For the use of some parts of the application, the user name and password must be notified. Upon subscription to the application, the user agrees that all of his private information, which he has declared during the process of creating the username and using the application, shall be used in the manner and for the purposes as described in the following terms.
- 6.2 IPKO is committed to preserve the personal information of the user acquired through My IPKO carefully and not to transfer them to any third party.
- 6.3 IPKO is committed to protect the account of **My IPKO** user. Information on the use of **My IPKO**, which will be collected automatically and which do not enable

checking of personal information, will be used by IPKO for the purpose of improving the use of the application.

6.4 Personal information declared by the user during the username creation process and during the use of **My IPKO** will be processed and used to provide direct information to the users about new services of **My IPKO** portal and to control the use of My IPKO and other services, in accordance with the terms and conditions on the use of services.

6.5 Personal information will be collected, processed and stored for one year after the last—use of **My IPKO** application, when the registration by the username was mandatory, in full compliance with the Law on the Protection of Personal Data.

7. General Provisions

7.1 IPKO shall not hold any responsible for the casual non-functioning of the application, any inaccuracy of information and any damage resulting from inaccurate and incomplete information, or any failure to access the Internet from the provider.

7.2 Because **My IPKO** application contains certain links that are not related to the application and which are beyond the control of IPKO, the latter cannot guarantee and accept or consider any complaint regarding the accuracy of the content of any page, for which it provides links or references and does not assume any responsibility for the protection of information on these pages.