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GENERAL TERMS OF SUBSCRIPTION TO POSTPAID TELECOMMUNICATIONS SERVICES FOR BUSINESSES PROVIDED BY IPKO TELECOMMUNICATIONS L.L.C.

Article 1 - Contents of the general terms of subscription

1.1 General terms of subscription to Postpaid Telecommunication Services (hereinafter: **General Terms of Subscription**) for Businesses (hereinafter: **the User**), provided by IPKO Telecommunications LLC (hereinafter: **IPKO**), contain general data about the terms of subscription to the services provided by IPKO to Users.

1.2 General Terms of Subscription are applicable to all legal persons who have signed a Contract of Subscription to one or more of the services provided by IPKO and these General Terms of Subscription, together with the Special Terms of Subscription as well as other annexes to the Contract, shall be considered an integral part of the same.

1.3 In addition to these Terms, the manner and conditions for providing IPKO's postpaid telecommunication services for 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**"); Regulation on Distribution of Audio and Audiovisual Media Service Providers, adopted by the Independent Media Commission (hereinafter referred to as "**IMC**"); and the Contract on Subscription under General Terms of Subscription to Postpaid Telecommunication Services for Private Users, offer, relevant annexes, IPKO's published price list, 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 the User and IPKO for using the service chosen by the User, composed of the Subscription Contract signed by the User and IPKO, relevant annexes, the present General Terms of Subscription, the published price list 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 is 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, while the service has not been canceled yet.

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.

Module means a device which replaces the digital receiver and the smart card as a single device transmitting the digital signal which is then displayed on the television.

Services are the products provided which contain internet, digital television and fixed telephony services for the prepaid/postpaid users.

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 user in accordance with the contract.

Maximum speed means the speed that the user 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 user can reach most of the time when accessing the services.

Article 3 Obligations of IPKO

Access to the provided service and service quality

3.1 For the purposes of signing the Subscription Contract and accompanying documents, in order to subscribe to the telecommunications services provided by IPKO for Businesses, the User must submit to IPKO the following documents: Business registration certificate; information on business, with a validity of at least 12 months; copy of identification card of the authorized person to enter into the agreement. If the authorized person is not the business owner, the original authorization for the authorized person.

3.2 Access to the service, among others, is enabled by the devices enabling the provision of this service, which consist of a modem, digital receiver, module and smart card. These devices are and will remain property of IPKO, while 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 all devices in his/her use no later than five (5) days.

3.3 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:

3.3.1 The table below presents the internet speed for bundle service packages for businesses

POSTPAID PACKAGES	Download Speed			Upload Speed		
	Max	Min (20%)	Usual (20%)	Max	Min (20%)	Usual (20%)
PRO ELITE	300 Mbps	60 Mbps	60 Mbps	50 Mbps	10 Mbps	10 Mbps
PRO ULTRA HD	250 Mbps	50 Mbps	50 Mbps	50 Mbps	10 Mbps	10 Mbps
PRO ULTRA						
TOP XL	200 Mbps	40 Mbps	40 Mbps	50 Mbps	10 Mbps	10 Mbps
PRO EXTRA HD	150 Mbps	30 Mbps	30 Mbps	50 Mbps	10 Mbps	10 Mbps
TOP L	100 Mbps	20 Mbps	20 Mbps	40 Mbps	8 Mbps	8 Mbps
PREMIUMHD SUPERDUO BIZ	100 Mbps	20 Mbps	20 Mbps	40 Mbps	8 Mbps	8 Mbps
PRO EXTRA						
PRO START						
PRO BASIC						
SUPERDUO HD FAMILY BIZ	80 Mbps	16 Mbps	16 Mbps	16 Mbps	3.2 Mbps	3.2 Mbps
TOP M	60 Mbps	12 Mbps	12 Mbps	12 Mbps	2.4 Mbps	2.4 Mbps
SUPER DUO PREMIUM HD BIZ 10+2	50 Mbps	10 Mbps	10 Mbps	10 Mbps	2 Mbps	2 Mbps
SUPER DUO FAMILY HD BIZ 10+2	40 Mbps	8 Mbps	8 Mbps	8 Mbps	1.6 Mbps	1.6 Mbps
TOP S	20 Mbps	4 Mbps	4 Mbps	4 Mbps	0.8 Mbps	0.8 Mbps

3.4 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.
3.5 For Internet service, peak hours are starting from 20:00 and last until 00:00.
3.6 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.
3.7 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.
3.8 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;
3.9 In line with these Terms, IPKO shall bear no responsibility for any interruption or weakening of the Digital TV Service and Internet for business users with postpaid contract, 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.
3.10 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.
3.11 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 4 - User's obligations

4.1 The User is obliged to use the telecommunication services for businesses, in full compliance with the Agreement in question, the Special Terms of use and the General Terms of use. 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.
4.2 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.

4.3 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.
4.4 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.
4.5 The User is obliged to make all the payments and pay all obligations in line with the Agreement.
4.6 The User must immediately notify IPKO of any potential issue related to the services or products he/she is using.
4.7 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 5 - IPKO's Devices and Network Facilities:

5.1 Devices for Provision of Internet Service

5.1.1 Modem is property of IPKO and it is granted for use to the User for the duration of the agreement.

5.1.2 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.

5.2 Devices for Provision of Digital HD Television Service

5.2.1 Digital receiver and Smart Card are property of IPKO and they are provided for use to the User for the duration of the agreement.

5.3 Devices for Provision of Fixed Telephony Service:

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

5.3.2 Voice Modem is property of IPKO and it is granted for use to the User for the duration of the agreement.

5.4 Maintenance of devices

5.4.1 The User is obliged to use and maintain the devices in accordance with the instructions of producer, as well as those provided by IPKO. IPKO assumes no responsibility for failure of the devices as a result of negligence or ignorance of the User.

5.4.2 If the User does not comply with the rules for the use of the devices 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.

5.4.3 The User is responsible for any and all electricity supply network connected to the devices 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 device is connected.

5.4.4 Earthing and protective measures against lightning and over voltage of devices 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 devices and installations have not been executed/placed and connected according to regional norms and standards. All eventual damages of devices 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. 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.

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

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

5.4.5.2 The User must ensure that the entire electrical network in the house has earthing system with the standard system of <5Ohm;

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

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

5.4.5.5 **Instructions for proper connection of IPKO devices**

a) Digital receiver: Step 1: Switch off TV; Step 2: Connect RF (radio frequency connector) cable to IPKO STB; Step 3: Connect TV cables (HDMI – High-Definition Multimedia Interface or RCA connector); Step 4: Connect the STB (digital receiver) to power; Step 5: Open TV and STB;

b) Module: Step 1: 1 Switch off TV; Step 2: Insert properly the Module into the TV into the adequate port for the module. Step 3: Turn on the TV and check if the menu option is visible.

5.4.5.6 **Instructions for proper switch off of IPKO devices**:

a) Digital receiver: Step 1: Switch off TV and STB (digital receiver); Step 2: Pull STB cables from electrical outlets; Step 3: Pull IPKO RF cable (radio frequency connector) from STB (digital receiver); Step 4: Pull HDMI cable.

b) Module: Step 1: Switch off TV; Step 2: Remove the module from the TV port.

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

5.4.7 Devices of IPKO function only when connected to electricity, therefore, they cannot provide the service when there is no electricity.

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

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

5.4.10 In order to replace any device in use of the User, the User and IPKO will sign the form for replacement of the devices, based on which the new devices in use by the User will be identified.

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

6. Copyright

6.1 All programs broadcasted on the digital cable network of IPKO are protected by the Law on Copyrights and Related Rights 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.

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

7. Protection of data, privacy of IPKO users, cooperation with law enforcement authorities

7.1 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 procedures for protection and processing of personal data at IPKO official website https://www.ipko.com/politika-e-privatesise-ipko-telecommunications-llc/ . The User may also send any written request or complaint concerning the use of data via this e-mail dpo@ipko.com.

7.2 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.

8. Suspension and annulment of services

8.1 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.

8.2 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.

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

9. Force Majeure

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), 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.

10. Declaration of state of emergency and/or health emergency

10.1 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.

10.2 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.

11. Applicable law

11.1 These General Terms of Subscription shall be governed by, and interpreted in line with the applicable laws in Kosovo.

12. Final provisions

12.1 These General Terms of Subscription shall form an integral part of the agreement between the User and IPKO.

12.2 In case any provision in these General Terms of Subscription is unlawful or inapplicable, it shall be removed, while the remaining provisions shall remain applicable and IPKO will timely substitute them.

12.3 In the event that any provision in these General Terms of Subscription is in conflict with any provision of the Special Terms of Subscription which regulate the terms of use of specific services, the provisions of the Special Terms of Subscription shall prevail.

12.4 These General Terms of Subscription are published on IPKO's website in favor of the Users, while the same do not need to be signed by the User and/or IPKO, but shall be in effect from the moment of signing the Subscription Contract by the User, as agreed in the Contract.