



TERMS OF SUBSCRIPTION TO PREPAID MOBILE TELEPHONY TELECOMMUNICATION SERVICES FOR PRIVATE USERS, PROVIDED BY IPKO TELECOMMUNICATIONS L.L.C. (hereinafter referred to as the "Terms of Subscription")

Article 1 - Content of the Agreement between IPKO and the User

- 1.1 These Terms of Subscription, the Subscription Contract signed between the User and IPKO, the relevant Annexes, the price list defined in the main Contract as well as the Summary of the Contract constitute the entire Agreement between IPKO and the Subscriber for the subscription to Mobile Telecommunication Services, provided by IPKO Telecommunications LLC (hereinafter referred to as "IPKO").
- 1.2. This Agreement, the method and conditions of provision of prepaid mobile telecommunication services for private users provided by IPKO, will be governed by the Law on Electronic Communications, No. 04/L-109, the applicable regulations for the provision of electronic telecommunications services in Kosovo approved by the Regulatory Authority of Electronic and Postal Communications in Kosovo (hereinafter referred to as "RAEPC") as well as other applicable laws for the services provided by IPKO.
- 1.3 The agreement will be signed at IPKO's business premises. In certain cases, the Parties may also sign the Agreement outside IPKO's business premises or remotely, as further defined in the following article. The way of concluding the Agreement also imposes the same way of terminating the latter.

Article 2 - Definitions

The definitions used in the present Terms of Subscription 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 Terms of Subscription, published pricelist of IPKO, and other accompanying documents.
- "Distance Contract"** means any contract concluded between IPKO and the User, within an organized scheme of remote sales or services, without the simultaneous physical presence of the parties, exclusively using one or more means of remote communication until the moment of contract conclusion, including that moment. Such means may include applications, emails, websites, or any other durable means of communication.
- "Off-Premises Contract"** means any contract concluded between IPKO and the User in the simultaneous physical presence of both parties at a location that is not IPKO's business premises, or through a means of remote communication, immediately after the User has been personally and individually addressed at a location that is not IPKO's business premises, in the simultaneous physical presence of both IPKO and the User. In the case of concluding a Distance Contract or an Off-Premises Contract through electronic means or the use of an electronic signature, this process will be carried out in compliance with the applicable legislation.
- "Services"** mean the basic voice/SMS communication and data transmission services provided via IPKO's network in accordance with the relevant Authorization.
- "Non-geographic numbers"** mean the 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 prepaid users. The SIM card, placed inside a package that enables protection of the prepaid User through a PIN (Personal Identification Number) code. When the code is unsuccessfully entered three times in a row, the account shall be 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"** means the time starting from which the User has access to and may use the chosen service.
- "Active status"** means the state of the SIM or e-SIM card in which the User can use all the services provided by IPKO.
- "Passive status"** means the state of the SIM or e-SIM card in which the User can use the services in a limited way.
- "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/activation of services, which means entering into a new Agreement.
- Service User** means a natural or legal person subscribed to one or more products and services provided by IPKO and who, directly or indirectly, accepts the Terms of Use of IPKO.
- "Prepaid User"** means the User who has chosen the prepaid method of payment for the services he/she benefits from.
- "Network"** means a space where wired or wireless devices are connected, thus enabling the provision of telecommunication services.
- "Non-geographic numbers"** mean phone numbers which do not give indications about the geographical location of the phone number.
- "E-SIM"** means a preinstalled chip in the end device, which is activated by adding a profile related to the phone number, downloadable via the Internet, enabling connection, communication and use of mobile telephony.
- "Call Tariff"** means the amount defined in accordance with the price list in the tariff plan that is paid by Users for using the services.
- "Tip Packages"** are special mobile phone service packages for prepaid users, through which, depending on the package that the User chooses, "SIM+Tip" will benefit from the benefits specified in the Main Contract, with the corresponding validity of the selected package.
- "Diaspora Packages"** are special mobile phone service packages for prepaid users, through which, depending on the package that the User chooses, he will benefit from the benefits specified in the Main Contract, with the corresponding validity of the selected package

Article 3 - Price, fees and payment method

- 3.1 To use the service in question, the User is obliged to prepay it, by activating the relevant package for the certain period of activation.
- 3.2 IPKO's tariffs, connection fees, and application modalities are included in the Subscription Contract, the Summary of the Contract as well as in the relevant annexes signed by the User and/or on the official website www.ipko.com.
- 3.3. IPKO shall bill 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.
- 3.4 The User may check his account balance at any time, dialing *123#.

Article 4 Term, Renewal, Conditions for termination of the Agreement

- 4.1 The Agreement on Prepaid Mobile Telephony Services for Private Users shall enter into force when the User signs the Contract.
- 4.2. Upon signing of the Contract, the SIM card will be activated, and it has a term of 30 (thirty) days, and for each top-up its validity period will be extended, respectively according to the table shown in the Subscription Contract, which is signed by the User. After the expiration of the time periods described in the table in question, the number will be deactivated and as a result the remaining value of the User account will be lost. The User will be able to reactivate the same number by reactivating the number with the same SIM card he possesses or on a new SIM card. Reactivation with a new SIM card will have an additional cost in addition to the basic value of reactivation.
- 4.3 IPKO shall notify the User on time 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 being fined with payment for the remaining months. The right to terminate the contract can be exercised within two (2) months after such notification.
- 4.4 In any case of termination of this Agreement, either by the User or by IPKO, the User is obliged to pay all financial obligations open towards IPKO, within the terms specified in the invoices issued by IPKO, otherwise, the latter will initiate legal proceedings for debt enforcement.
- 4.5 IPKO shall reserve the right to terminate the service in case of breach of these Terms of Subscription Terms and/or Subscription Contract 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.
- 4.6 The User may terminate the contract, by written notice and without mentioning the reasons on an official working day, within the working hours from 08:00-16:00.
- 4.7. The request will be treated on a working day, during the working hours from 08:00 - 16:00. The Agreement shall be terminated in accordance with the main Terms for provision of service, described in the Subscription Contract.
- IPKO shall terminate the service as soon as technically possible and shall confirm this in writing to the User, and the latter is obliged to satisfy all obligations towards IPKO.

Provision and use of services

Article 5 - Access to the provided service and service quality

5.1 To access the prepaid mobile telephony services for private users, 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.

5.2 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).

5.3 In order to enable the use of the Mobile Telephony Service for Private Users, 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 5.2 above, the documents mentioned thereunder.

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

5.5 A User between the ages of 16 and 28 can activate the HEJ! package at any time, through the options provided by IPKO. Younger users can activate the packages offered by IPKO for certain age groups, provided that they have complied with the obligation deriving from Article 5.2 of these Terms.

5.6 Regarding Internet speed modalities, the Users can expect to reach different places in the coverage area in real conditions, depending on the chosen technology modality. This value results from measurements throughout the national territory and may vary depending on the performance of the device and the location of the User while using the service.

5.7 Tip Package specifications

5.7.1 The user, depending on the package he selects, the fee of which will be reflected in the main contract, will have the benefits as defined in the service packages in the main service contract in question. The benefits of the SIM+TIP packages can also be used during the stay in the countries of the Western Balkans (Albania, Montenegro, North Macedonia, Serbia and Bosnia and Herzegovina). 5.7.2 National minutes and SMS can be used in total in the countries of the Western Balkans with all operators, while the fair use policy applies to mobile Internet.

5.7.3 After the Tip package expires, the new package (the last activated with the largest one is automatically reactivated whenever the User recharges). If the User does not want the TIP package to be activated automatically, he can stop the automatic activation by dialing the USSD code *110*9#, while the remaining benefits after the expiration of the User's package are lost.

5.8 Diaspora package specifications

5.8.1. Diaspora packages are special mobile phone service packages for prepaid users, through which, depending on the package that the User chooses, the fee of which will be reflected in the main contract, he will benefit from the benefits mentioned in the main contract, with the respective validity of the selected package.

5.8.2. In case of activation by the User of the Diaspora package, the User's number will be valid for 1 year from the day of activation

Article 6 - Use of service and Obligations between IPKO and the User

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

6.1.2 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 User will depend on the published measurements carried out by RAEPC.

6.1.3 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.

6.1.4 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;

6.1.5. The User, depending on the package he/she selects, will have a monthly expenses limit, namely as defined under the Subscription Contract while for financial limit related to the use outside the package (pay-as-you-go), the User will receive a notification message from IPKO, in the case when the credit limit reaches the amount of 20 euros. The User can request to change this financial limit, following the procedures defined by IPKO.

6.1.6 In accordance with these Terms, IPKO will not be responsible for any interruption or weakening of the mobile telephony service for prepaid Private Users or for any defect in the network, caused by natural disasters, or by any circumstance beyond 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 RAEPC Regulation bearing Prot. no. 009/B/16 of the RAEPC.

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

6.1.8. 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.

6.1.9 The User is obliged to use the prepaid mobile telephony service for private users, fully complying with the Agreement 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.

6.1.10. 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:

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

- 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.

6.1.11 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.

6.1.12 In case of suspension of the number due to failure to pay the invoice by the User, the number will be deactivated by IPKO.

6.1.13 In case of activation of the same number, the User is obliged to pay for the number according to the current price list set by IPKO.

6.1.14 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.

6.1.15 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.

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

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

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

6.2 Sim Card Status

6.2.1 The status of the SIM or e-SIM card is determined based on the value of the last top-up made by the User. The User can top up the phone credit in several ways defined as follows:

i. through scratch card - To top up the phone account through scratch cards, the User must reveal the code and dial: *123*the revealed code of 16 digits# while to top up someone else's account, the User must dial: *123*revealed code of 16 digits*(phone number)#

ii. through electronic Top-Up – The user must choose the amount of credit he wants to top up the phone credit, from 1.00 € to 50.00 €. and;

iii. through mobile top-up – at sale shops or authorized distributors

iv. with loan transfer - The user must dial *124* the amount of the loan *phone number # and to confirm the loan he must dial *124# again.

6.2.2. Validity – The validity period of the refill of your account depends on the amount of credit that the User decides to top-up the phone account and shall apply from the moment that the top-up is made. Validity, which the User defines through choosing the top-up, shows the time period during which the User may use all mobile telephony services, whereas after the expiry of the defined time, for example 10 days, 20 days, 30 days and so on, for the next 14 days the User may only receive calls and if the User, during these 14 days, does not top-up the phone, then the number will be terminated.

6.2.3 In case the User top-ups by means of a credit transfer, then the credit transfer does not cause the extension of the validity of his/her number.

6.2.4. IPKO shall notify the User by SMS to top up his account before the expiry of the validity period of the last top up made.

6.2.5. In the event that the User does not top up the SIM or e-SIM card during the passive status period according to the SMS, IPKO will deactivate the service. After this moment, the User's Contract is considered terminated and IPKO reserves the right to disconnect the User's number from IPKO's network and has the right to reallocate the number in the market.

6.2.6. When the User activates the DIASPORA package, the User's number will be valid for 1 year from the day of activation.

6.3 Activation of SIM Card, Change of User/Sale/Loss of SIM Card and Theft

6.3.1 The User must activate the mobile telephony service no later than one (1) year from the purchase/registration of the card. The service is activated by making the first call from the SIM card. After the expiration of the one-year term, IPKO will block and resell the User's number.

6.3.2 To reactivate the number, the user must make a first call, or press the code *499#

6.3.3 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.

6.3.4 The User is obliged to notify IPKO in case of sale/alienation of the SIM card, and after notification IPKO will register the new user.

6.3.5 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.

6.4 Suspension and annulment of services

6.3.1 IPKO may suspend, upon prior notice, services of the User in whole or in part in case the User breaches the terms deriving from the Agreement, or in case of committing any fraudulent activity against products and services of IPKO.

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

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.

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

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

Article 7 - Protection of data, privacy of IPKO users, cooperation with law enforcement authorities and emergency services

7.1. Protection of data, privacy of IPKO users IPKO shall, fully adhering to Law no. 03/L-172 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.

7.3. Emergency services 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 8 – Dispute Resolution

8.1. 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. The User may also submit any request or complaint in writing to the official email address info@ipko.com, or at IPKO Shops.

8.2 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.

8.3 In case of interruption of service for at least twelve (12) hours, then IPKO will compensate the User with twenty-four (24) hours of service for each period of 12 hours lost. Compensation can be made in the form of a refunding or by extending the validity depending on the type of service or package.

8.4. 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 No. 04/L-109 on Electronic Communications and Article 29 of Regulation No. 61 on Contracts, Transparency and Publication of Information and Other Protective Measures for End-Users of Electronic Communication Services.

Article 9 - Force majeure

9.1. 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, pandemic, 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 10 – Applicable Law

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

Article 11 - Final provisions

11.1 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.

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

11.3. In the case of concluding a Distance Contract, the Agreement will be made available to the User through sound means of communication (application, email, IPKO; official website, etc.) and its terms will be accepted through the same tool. In this case, the signing of the contract by both Parties will not be necessary.

11.4 In accordance with the Law on Consumer Protection, only Users who have entered into a distance contract will be able to terminate it through the same or similar medium of communication as the one used to enter into the Agreement.

IPKO

User:

[Name Surname]

[Date]

[Name Surname]

[Date]

Place

Date

Place

Date

Signature

Signature