



## SUBSCRIPTION TERMS FOR FIXED TELECOMMUNICATION SERVICES, FOR PREPAID PRIVATE USERS, OFFERED BY IPKO TELECOMMUNICATIONS LLC (hereinafter referred to as "Subscription Terms")

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

1.1 These Subscription Terms, the Subscription Contract signed between the User and IPKO, the relevant Add-ons, price list in the main contract, as well as the Summary of the Contract, constitute the Agreement in its entirety between IPKO and the Subscriber for the subscription to Fixed Telecommunication Services offered by IPKO Telecommunications LLC (hereinafter referred to as "IPKO").

1.2 This Agreement, the manner and conditions for the provision of prepaid telecommunication services for private users offered by IPKO, shall be governed by the Law on Electronic Communications No. 04/L-109, by the applicable regulations for the provision of electronic communication services in Kosovo approved by the Regulatory Authority of Electronic Communications and Postal Services in Kosovo (hereinafter referred to as "ARKEP"); by the Regulation on the Distribution of Providers of Audio and Audiovisual Media Services, approved by the Independent Media Commission (hereinafter referred to as "IMC"), as well as other applicable laws for the services offered by IPKO. 1.3 The Agreement shall be signed at the business premises of IPKO. In certain cases, the Parties may also sign it outside the business premises of IPKO or remotely, as further defined in the following article. The method of concluding the agreement also imposes the same method of terminating it.

### Article 2 –Definitions

**"The Agreement"** means the entire contractual relationship between the User and IPKO for the use of the selected/contracted fixed services, consisting of the relevant Add-ons, price list in the main contract, and other accompanying documents.

**"The Subscription Contract"** is the document signed by the parties and contains the main obligatory obligations agreed upon by the parties.

**"Distance Contract"** is any contract concluded between IPKO and the User, according to an organized scheme of sales or services at a distance, without the simultaneous physical presence of the parties, using exclusively one or more means of distance communication until the time of concluding the contract, including this moment as tele-sales, application, email, web internet page, or any other sustainable means of communication: SMS, application, or online account.

**"Contract outside business premises"** is any contract concluded between IPKO and the User with simultaneous physical presence in a location that is not IPKO's business premises or by means of distance communication, immediately after the User has been individually and personally addressed in a location that is not IPKO's business premises, in the simultaneous physical presence of IPKO and the User. In the case of concluding the contract at a distance or outside the business premises, using electronic means or electronic signature, this process will be carried out in accordance with the applicable legislation in force.

**"Effective Date"** is the date/time on which the Contract is signed.

**"Activation/Service Release Date"** is the time from which the User has access and can use the selected service and/or product.

**"Suspension"** is the state in which the User does not have access to services temporarily, while the service has not yet been terminated.

**"Cancellation/Termination"** is the state in which all services to which the User has had access are canceled and cannot be used without reactivation.

**"User of Services"** is the legal entity subscribed to one or more products and services offered by IPKO, and who directly accepts IPKO's Terms of Use.

**"Fixed network"** is the interconnected infrastructure of devices and lines built for the transmission of information, such as voice and data, from one point to another, enabling the provision of fixed telecommunication services.

**"Fixed services"** are telecommunication services offered by IPKO through the fixed landline network and include internet services, digital television services (hereinafter also referred to as "DTV"), and fixed-line telephone services.

**"Devices"** are instruments necessary for receiving the contracted service(s) with the Subscription Contract.

**"Modem"** is a device that enables the connection of computers to the IPKO network and directs the connection to the internet from there.

**"Receiver" or "Digital Receiver"** is the device that enables the reception of the digital television signal.

**"Smart Card"** is a card inserted into the digital receiver without which TV channel packages cannot be opened.

**"Module"** is a device that replaces the digital receiver and smart card as a single device by transmitting the digital signal, which is then displayed on the television.

**"LAN (Local Area Network)"** is a local internal network that connects computers and other devices in a small physical area, such as an office, building, or other nearby environment.

**"The installation fee"** is the price that IPKO will apply for the installation of the service upon the signing of the Contract for the installation of services and devices at the User's residential address.

**The service "IPKO TV"** is an innovative service offered by IPKO through OTT technology, which provides the ability to watch television channels through an internet-connected network. This platform is available for smart TVs, smartphones, tablets, and/or other new technological forms.

**"Minimum Speed (Guaranteed Speed)"** - is the lowest speed that an internet access provider must always offer to users according to the contract when specialized services are not suspended.

**"Maximum Speed"** - is the speed that a User can receive at least some of the time (e.g., at least once a day).

**"Advertised Speed"** - is the data transfer speed declared by an internet access service provider in commercial communications, including advertising and marketing related to the promotion of internet access offerings. If speeds are included in an internet access provider's marketing offer, the advertised speed must be specified in the published information and in the contract for each offer. The advertised speed must not exceed the maximum speed specified in the contract.

**"Usually Available Speed"** - is the speed that a User should achieve most of the time during access to services.

**"Peak Hours"** - is the maximum statistical load time on the fixed network, which lasts from 8:00 PM to 12:00 AM.

**"Audiovisual content provider"** - A provider licensed to provide audiovisual media services and to secure the retransmission rights of various content to third parties/distribution operators.

### **Article 3 – Prices, tariffs, and payment methods**

3.1 To use the service in question, the User is obliged to prepay it by activating the respective package for a specified activation period.

3.2 Package prices, installation fees, are described in the Subscription Contract, the relevant appendices signed by the User and/or on IPKO's official website [www.ipko.com](http://www.ipko.com).

3.3 IPKO will invoice payments in euros, and the User will be able to fulfill obligations in euros. All prices are net amounts. Prices will reflect the Value Added Tax (VAT), except for exempt authorities based on the laws in force in Kosovo. Additional charges, bank provisions, etc., must be paid by the User.

3.4 If the User still has days remaining from the active package and wishes to activate another package (which differs from the currently active package), then the User forfeits the remaining days and immediately activates the desired package.

### **Article 4 - Duration, Contract Renewal, Conditions for Termination of Agreement**

4.1 The Agreement between the User and IPKO comes into effect upon the User's signature of the Contract and will remain in force for as long as the User pre-pays for the telecommunications services specified in clause XX of the main Contract.

4.2 If the User decides to terminate the use of the service before the package expires, then any remaining balance in the User's account will be forfeited.

4.3 If the User fails to recharge the account with a new package within 3 months, the contract will be considered terminated, and the User is obliged to return the equipment available for the service's use to one of IPKO's stores, in accordance with these Terms. However, if the User belongs to the "Diaspora" package and fails to recharge the account with the same "Diaspora" package within 12 months, then the Contract will be considered terminated, and the User is obliged to return the equipment available for the service's use to one of IPKO's stores, in accordance with these Terms. The return of the equipment must be made no later than 5 (five) days from the date of termination of the Contract. The delivered equipment must be in good condition. Otherwise, the User is obliged to pay their value at the price specified on the IPKO website at the time of Contract termination.

Note: Recharging the account for Diaspora packages can only be applied with the same type of package.

4.4 The User will be informed in advance of all proposed changes to the terms of the Agreement no later than thirty (30) days before the entry into force of these changes. In case of disagreement with the changes to the terms of the Agreement, the User has the right to terminate the Contract without penalty.

### **Clause 4.5 Termination of the Agreement by the User as a Result of Changes in Conditions by IPKO or Poor Service Performance**

4.5.1 IPKO shall inform the User in advance of all proposed changes to the terms of the Agreement, no later than thirty (30) days before the entry into force of these changes. In case of disagreement with the changes to the terms of the Agreement, the User has the right to terminate the Contract without penalty for the remaining months. The right to terminate the contract can be exercised within two (2) months after such notification.

4.5.2 In case of poor performance of the internet service, the User must file a complaint with IPKO for poor service performance, and if IPKO does not rectify the discrepancy between actual performance and the specified quality level in the Agreement within fifteen (15) days, the User has the right to file a complaint with ARKEP. If ARKEP, after professional assessments on the final equipment, confirms the existence of the discrepancy, then the end-user has the right to terminate the contract without penalty for the remaining months.

4.5.3 The User acknowledges that IPKO, for the Digital Television service, cannot be held responsible for any interruption, loss or poor quality of the service in question for reasons that are beyond IPKO's control but are dictated by third parties. In such cases, the User acknowledges that IPKO does not guarantee that the channel list will remain unchanged during the contract validity period. Certain channels may be subject to renegotiation or removal from the platform, as specified in the channel list. 4.3.4. Removal of channels by decision of the IMC, when their content is contrary to constitutional order and national security, does not constitute grounds for termination of the contract by the User.

4.5.4 In case the User terminates the Agreement during the initial mandatory period, as a result of the circumstances described in the preceding paragraphs, namely due to poor performance of the internet service or unilateral changes in the terms of the Contract by IPKO, and one of these circumstances is confirmed by the regulatory authorities in Kosovo, with a separate decision, the User will not be charged for the remaining months of the mandatory period, but will be responsible to compensate IPKO for the difference in value between the standard Package price and the discounted (promotional) price for the months of service utilized, as well as the installation fee, both values determined in the Subscription Contract. The same obligation applies in case of termination of the Agreement by the User if the latter changes the location of residence and IPKO does not offer infrastructure at the new location.

### **4.7. Termination of the Agreement by IPKO**

4.7.1 IPKO may limit the use of some or all of the User's services, with the exception of calls to emergency numbers, or may terminate the contract if deemed urgent and necessary, in the event that:

a) The user uses the network/services for illegal activity b) The user interferes with the functionality of the network; c) The user tries to break the network security systems; d) The user and/or his device does not stop causing technical or other problems; e) The user threatens the technical-technological unity of the telecommunication network by connecting inappropriate communication equipment and f) the user endangers the interconnection of telecommunication networks, equipment and services;

4.8 In any case of termination of this Agreement, whether by the User or by IPKO, the User is obliged to pay all financial obligations owed to IPKO within the deadlines specified in the invoices issued by IPKO; otherwise, the latter will initiate legal proceedings for debt recovery.

4.9 IPKO reserves the right to suspend the service in case of User violations of these Subscription Terms and/or the Subscription Contract. In case of serious violations, IPKO reserves the right to take legal action against the User, according to the laws in force.

4.10 The User may terminate the contract, with written notice and without specifying the reasons, on official working days within the official working hours of 08:00-16:00. The request will also be processed on working days, during working hours from 08:00 to 16:00. The Agreement will be terminated according to the main conditions of service provision, as described in the Subscription Contract. IPKO will suspend the service as soon as technically possible and will confirm this in writing to the User, who is obliged to fulfill all obligations owed to IPKO.

## Service Provision and Usage

### Article 5 - Provision and Use of Service

5.1. For the purpose of signing the Subscription Contract and accompanying documents, for subscription to the telecommunications services offered by IPKO for private Users, the User must have a valid identification document with them for verification of personal data. If an authorized person appears on behalf of the User, they must have the Authorization as well as a valid identification document with them.

5.2 Access to the service, among other things, is enabled by the devices that enable the provision of this service, which, depending on the contracted service, consist of one or all of the following devices: modem, digital receiver, module, and smart card. These remain the property of IPKO, and Users are provided with them for the duration of the agreement. In the event of termination of the agreement, the User is obliged to return all devices in their possession within five (5) days; otherwise, they are obligated to compensate for their value, as specified in the Subscription Contract.

5.3. Existing users of IPKO's internet or fixed telephone services are obliged to be offered the Cable Digital Television service no later than 1 working day from the moment the User signs the Contract for Cable Digital Television service utilization. New users who are not subscribed to Internet or Fixed Telephone service at the time of signing the Contract for Cable Digital Television service will be offered the service after the necessary installation is completed, at the latest within five (5) working days from the day of signing this Agreement.

5.4. The minimum speed, the usual speed available, as well as the maximum upload and download speeds depending on the capacity/package that the User has in use, will vary as follows:

**5.4.1 The table below presents the internet speed for prepaid packages with internet-only and/or combined services.**

Prepaid Package	Download Speed (Up to)			Upload Speed (Up to)		
	Max	Min (40%)	Usual (70%)	Max	Min (40%)	Usual (70%)
PAKO DIASPORA	300 Mbps	120 Mbps	210 Mbps	50 Mbps	20 Mbps	35 Mbps
DUO ULTRA	200 Mbps	80 Mbps	140 Mbps	40 Mbps	16 Mbps	28 Mbps
DUO BASIC	100 Mbps	40 Mbps	70 Mbps	20 Mbps	8 Mbps	14 Mbps
PAKO START - 1M & 6M	20 Mbps	8 Mbps	14 Mbps	4 Mbps	1.6 Mbps	2.8 Mbps
PAKO STANDARD - 1M & 6M	60 Mbps	24 Mbps	42 Mbps	12 Mbps	4.8 Mbps	8.4 Mbps
PAKO ELITE - 1M & 6M	100 Mbps	40 Mbps	70 Mbps	20 Mbps	8 Mbps	14 Mbps

5.5. Acceptance of the speeds described above depends on several factors, namely how many devices are connected to IPKO's final device, the User's location, the applications loaded on the User's device, their configuration, heavy traffic in a location, etc. Consequently, the speeds described above will be provided up to the IPKO device (modem), and IPKO cannot control the User's devices which they use to access the service.

5.6. By notifying the User in advance, IPKO reserves the right to interrupt the provision of the service for maintenance, advancement, modernization, or optimization of the network. These interruptions may last as long as the work lasts.

5.7. IPKO will take reasonable traffic management measures to prevent network blocking or security, such measures will be proportional and will last as long as necessary.

5.8 IPKO will repair the obstacles in accordance with the Regulation on Contracts, Transparency, publication of information and other protective measures for end users of electronic communications services approved by ARKEP and referring to the conditions and level of services reported by the measurements of made by ARKEP, not excluding assistance services.5.8.1.

Timeframe for repairing faults

The minimum time (expressed in hours) calculated from the moment the fault is reported by the users until the moment when 80% of the faults are repaired.	≤ 12h
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The minimum time (expressed in hours) calculated from the moment the fault is reported by the users until the moment when 80% of the faults in the operator's equipment, except for the user's line, are repaired.	≤12h
The minimum time (expressed in hours) calculated from the moment the fault is reported by the users until the moment when 95% of the faults are repaired.	≤24h
The minimum time (expressed in hours) calculated from the moment the fault is reported by the users until the moment when 95% of the faults in the operator's equipment, excluding the user's line, are repaired.	≤48h

5.9. IPKO undertakes to retransmit the channel in the original quality provided by the Content Provider, guaranteeing that the quality of the transmission remains unchanged during transmission to the users' devices. IPKO will not interfere or reduce in any way the quality of the channel's content during the retransmission process.

5.10. In accordance with these General Subscription Terms, IPKO shall not be liable for any interruption or degradation of fixed services or for any defects in the network caused by natural disasters or any circumstance beyond IPKO's control, which cannot be foreseen and prevented (force majeure). In the event of major network defects, IPKO will take all possible steps for a prompt repair of these defects, respecting the priority list under Article 16.1 of Regulation No. Prot. 009/B/16 of ARKEP.

5.11. IPKO shall not, at any time, be liable for loss of revenue; loss of profits; loss of goodwill; loss of opportunity; loss of reputation; or any direct or indirect or consequential damage, except in the case of willful misconduct or gross negligence on the part of IPKO.

5.12. By signing the Contract, the User acknowledges that: (i) IPKO shall not be responsible for the transmission and legality of communication content offered by third parties on IPKO's network; (ii) IPKO does not control and is not responsible for any loss or damage resulting from the use of and/or internet pages or content accessed through the Service.

5.13. The User acknowledges that IPKO shall not be liable for any costs or damages arising from the use of the internet, or other systems and networks, including data loss caused by delays, non-delivery, incorrect transfers, interruptions, losses, or poor quality due to other technical-technological reasons. IPKO, individually or when necessary in collaboration with the User, implements technical and organizational measures to ensure the security of networks and/or services provided. These measures must ensure an appropriate level of protection and security against foreseeable risks. IPKO informs the User of a particular risk, how the risk can be reduced by the User, and the possible costs that must be covered by the User if the occurring risk is beyond the measures IPKO can take.

5.14. IPKO's digital television service is protected by the Law on Copyright and Related Rights in force as well as other relevant laws in force in Kosovo. Reproduction, republication, storage, retransmission, or redistribution of any of the programs broadcast on IPKO's Cable Digital Television is strictly prohibited. The service in question is for personal use only and not for commercial purposes.

## **Article 6 - Use of the Service**

6.1. The User is obligated to use the services in full compliance with the applicable laws and the Agreement as a whole. The User shall not use the Service for: (i) unlawful purposes, to post, upload, or transmit messages, information, or photographs that are inappropriate or contain pornographic, threatening, racist, offensive, defamatory content; to harass, threaten, or violate the rights of others; distribute viruses, or engage in any other behavior intended to hinder other users from freely using the Service; (ii) allowing access to minors to pornographic programs or other inappropriate programs and/or internet addresses; (iii) infringing on the intellectual property rights of any other person, including copyright; violating privacy and personal data; (iv) damaging the IPKO brand and its reputation. Furthermore, the User is not allowed to use or permit the use of the Services for any prohibited, unethical, unlawful, harmful, unauthorized, discrediting, or deceptive purpose, or to cause harm, offense, or harassment to any person or send unwanted commercial messages to any person.

6.2. The User is responsible for any misuse of the Service as described above, even if the service is used by a third party.

6.3. For any misuse or non-use contrary to the Agreement and the applicable laws, IPKO has the right to take the following measures: i. Issue a warning to the User to use the service in accordance with the Agreement; ii. Automatically suspend or terminate the service provided by IPKO, without any liability for compensation to the User and as a result seek compensation for damages incurred from misuse by the User. iii. Cooperate with law enforcement authorities to prosecute legal violations.

6.4. The User is not allowed to use or permit the use of the Services that would cause irregular network operation or degradation of service quality, disruption, or interference with the integrity or security of any telecommunications network or system.

6.5. The User is not allowed to resell any product or service provided by IPKO except in cases where there is a written agreement with IPKO. The use of IPKO's products and services is clearly limited to the User, whose name is stated in the Subscription Contract. Benefits, rights, and obligations accepted by this agreement from the User may not be transferred to a third party without written consent from IPKO.

6.6. The User must immediately notify IPKO of any potential issues with the services or products being used.

6.7. The User must provide accurate personal details when requested by IPKO. The User must inform IPKO of any changes to this information within ten (10) days from the date of change.

### **6.8. Suspension and Termination of Services**

6.8.1. IPKO may, with prior notice, suspend the User's Services in whole or in part if the User fails to fulfill obligations owed to IPKO within the specified date on the invoice or engages in any fraudulent activities against IPKO's products and services.

6.8.2. IPKO may, without prior notice, terminate the User's Services for any reason, including but not limited to: i. When the User fails to fulfill obligations arising from the Agreement (especially the User Obligations specified in this document) or any

law. ii. The User provides IPKO with falsified, inaccurate, or misleading information or fails to inform IPKO of any similar changes.

6.8.3. In case of termination, any remaining balance in the User's account will be withdrawn by IPKO.

#### **Article 7 - IPKO's Equipment and Network Facilities:**

7.1 Access to the service, among other things, is facilitated by devices that enable the provision of this service, which, depending on the contracted service, consist of one or all of the following devices: modem, voice modem for fixed telephone (voice modem), digital receiver, module, and smart card. All devices are the property of IPKO, and the User is granted the right to use them during the term of the Agreement. In the event of termination of the Agreement, the User is obliged to return them no later than 5 days from the date of termination.

7.2 The User is obliged to use and maintain the devices according to the manufacturer's instructions, as well as those provided by IPKO. IPKO is not responsible for device malfunctions resulting from User negligence or ignorance. If the User fails to adhere to the rules and instructions/manuals for device use and as a result renders the devices unusable, then the User must pay for the use of new devices, the price of which is determined in the main Contract

7.3 Regarding internet service, the User is responsible for the security of their computer, other devices in use, including their data. IPKO does not maintain the User's computer and LAN, and bears no responsibility for damage or loss of this data as a result of service usage.

7.4 By informing Users in advance, IPKO has the right to change the devices that are in the User's possession for maintenance, advancement, modernization, or optimization of the network. The devices remain the property of IPKO.

7.5 The User is responsible for the electrical power supply network connected to the devices that provide the service. The User will not hold IPKO responsible for any and all defects and/or damages resulting from the electrical power with which the service device is connected.

7.6 Grounding and protective measures against lightning and electrical overvoltage of user devices and household installations (except for the digital receiver and modem) are part of the user's installations and devices, and for these, IPKO bears no responsibility in all cases where these devices and installations are not executed/placed and connected according to regional standards and norms. Any potential damages to user devices or installations caused or resulting from the incorrectness of these protective measures or non-compliance with regional standards and norms will not be compensated by IPKO. 7.7 For the safety of the User and household devices, it is recommended that the User conduct grounding at a common point for all video and audio devices and installations connected to IPKO's network, and during storms, the User should disconnect the devices from electrical outlets, and/or use/install voltage-protected outlets to protect against lightning and high electrical voltage; as well as use voltage correctors and UPS (uninterruptible power supply) to protect against unstable voltage and power outages

#### **a) Instructions for connecting IPKO's devices:**

i. Digital Receiver: Step 1: Turn off the TV; Step 2: Connect the RF cable (radio frequency connector) to the IPKO STB; Step 3: Connect the TV cables (HDMI - High-Definition Multimedia Interface or RCA phono connectors); Step 4: Plug in the STB (Digital Receiver) to power; Step 5: Turn on the TV and STB.

ii. Module: Step 1: Turn off the TV; Step 2: Insert the Module into the TV correctly into the appropriate port; Step 3: Turn on the TV and verify if the menu option is visible.

#### **b) Instructions for disconnecting IPKO's devices:**

i. Digital Receiver: Step 1: Turn off the TV and the STB (Digital Receiver); Step 2: Unplug the STB cable from the power outlet; Step 3: Remove the IPKO RF cable (radio frequency connector) from the STB (Digital Receiver); Step 4: Disconnect the HDMI cable (HDMI - High-Definition Multimedia Interface).

ii. Module: Step 1: Turn off the TV; Step 2: Remove the module from the TV port.

7.8 IPKO's devices only function when they are plugged into electrical power; therefore, IPKO's fixed services cannot be provided during power outages.

7.9 For any changes to devices in the User's possession, the User and IPKO will sign a form for replacing the device, based on which the new devices in the User's possession will be recorded.

#### **Article 8 - Protection of Data, Users' Privacy, Cooperation with Law Enforcement Authorities**

8.1. Protection of Data, Users' Privacy of IPKO's. IPKO, in full compliance with the Law on Personal Data Protection, processes the personal data of users of its electronic communication services, including name, surname, personal identification number, address, landline telephone number, mobile number, email address. - Users can be informed about the procedures for storing and processing personal data on the official website of IPKO at <https://www.ipko.com/politika-e-privatesise-ipko-telecommunications-llc/>. Users can also submit any requests or complaints in writing regarding the use of data to the email address dpo@ipko.com.

8.2. Cooperation with Law Enforcement Authorities. The user bears full responsibility for the information or content of the data transmitted and conveyed to third parties through IPKO's internet network. IPKO assumes no responsibility for this content, as well as for the data accepted by the User from third parties, through IPKO's network. In accordance with the laws in force in Kosovo, IPKO will cooperate with law enforcement authorities for requests related to the service used by the User.

#### **Article 9 - Dispute Resolution**

9.1. IPKO will provide support to the User via telephone seven (7) days a week twenty-four (24) hours a day at the phone numbers +383 (0)49 700 700 and +383 (0) 38 700 700. The User can also submit any requests or complaints in writing to the official email address info@ipko.com, or at IPKO's stores.

9.2. Complaints or objections to an invoice must be submitted by the User to IPKO no later than 15 (fifteen) days after their receipt, while other complaints must be submitted no later than 30 (thirty) days after the service provider's action or omission.

9.3. In the event of a service interruption for at least twelve (12) hours, IPKO will compensate the User with twenty-four (24) hours of

service for each 12-hour period lost. Compensation may be made in the form of reimbursement or by extending the validity depending on the type of service or package.

9.4. If the Parties fail to resolve the User's problem according to the procedures described in this article, then the User may initiate the dispute resolution procedure, including filing a complaint in accordance with the dispute resolution procedures and rules, provided for in Article 84 of the Law on Electronic Communications No. 04/L-109 and Article 29 of Regulation No. 61 on Contracts, Transparency, Publication of Information and Other Protective Measures for End Users of Electronic Communications Services and Regulation No. 2024/2 on the protection of users in the field of providing audio and audiovisual services and Regulation No. 2024/01 on the procedure for handling complaints in the IMC.

**Article 10 - Force Majeure**

10.1. Neither party shall be liable for the failure to fulfill obligations caused by or resulting from Force Majeure events, including events that are unforeseeable, unexpected, irresistible, and beyond the control of the parties, such as severe and extreme weather, floods, landslides, earthquakes, storms, fires, acts of terrorism, war (declared or undeclared), pandemics, riots, explosions, strikes or labor protests, civil unrest, sabotage, expropriation by the government or other acts, or any event that is beyond the reasonable control of the respective Party. IPKO shall not be liable for the failure to fulfill obligations in case of: i. refusal or delays by a third party to supply IPKO with telecommunications services and in cases where there is no other alternative service available at a reasonable price; or ii. IPKO is prevented by legal or regulatory restrictions from providing the specified service.

**Article 11 - Applicable Law**

This Agreement shall be governed and interpreted in accordance with the applicable laws in Kosovo.

**Article 12 - Final Provisions**

12.1. In the event that any provision in these General Subscription Terms is illegal or unenforceable, the same shall be removed, while the remaining provisions shall remain in force, and IPKO shall timely find a replacement.

12.2. In the event that any provision in these Subscription Terms conflicts with any provision in the Subscription Contract, which governs the terms for the use of specific services, the provisions in the Subscription Contract shall prevail.

12.3. In the case of distance contract conclusion, the Users will be provided with the Agreement through sustainable means of communication (application, email, IPKO's official website, etc.), and its terms may be accepted through the same means. In this case, the signing of the contract by both Parties will not be necessary.

12.4. In accordance with the Law on Consumer Protection, only users who have entered into a distance contract will be able to terminate through the same or similar communication medium used for the conclusion of the Agreement.

**IPKO**

[NameSurname]

[Date]

Vendi/Place

Data/ Date

Nënshkrimi/ Signature

**Përdoruesi**

[NameSurname]

[Date]

Vendi/Place

Data/ Date

Nënshkrimi/ Signature







