



## **TERMS OF SUBSCRIPTION FOR FIXED TELECOMMUNICATION SERVICES, WITH POSTPAID FOR BUSINESSES, PROVIDED BY IPKO TELECOMMUNICATIONS SH.P.K (hereinafter referred to as the '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, relevant Add-ons, the 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 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 telecommunication services with monthly billing for businesses 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 for 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 IPKO's business premises. In certain cases, the Parties may also sign it outside IPKO's business premises or remotely, as further defined in the following article. The manner of concluding the agreement also imposes the same manner of termination thereof.

### **Article 2. Definitions**

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

**"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 remote communication until the moment of concluding the contract, including this moment as tele-sales, applications, email, web internet page or any other sustainable means of communication: SMS, application, or online account..

**"Off-premises Contract"** is any contract concluded between IPKO and the User with the simultaneous physical presence at a location that is not IPKO's business premises or through a means of remote 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 a Distance Contract or an Off premises Contract, 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 at 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 temporarily has no access to services while the service is not yet canceled.

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

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

**"Postpaid User"** is the User who has chosen the monthly billing method for payment for the services obtained. Monthly billing users are invoiced monthly by IPKO for the fixed monthly fee in accordance with the price list of the tariff plan, as well as other services offered by IPKO and purchased by the User during the month."

**"The 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 the telecommunication services offered by IPKO through the fixed terrestrial 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) under the Subscription Contract.

**"Modem"** is a device that enables the connection of computers to IPKO's 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 television channel packages cannot be opened.

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

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

**"The Installation Fee"** is the price that IPKO will apply for the installation of the service upon the conclusion of the Contract for the installation of services and equipment at the User's residential address.

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

**"The Minimum Speed (Guaranteed Speed)"** is the lowest speed that an internet access provider must always offer to the user in accordance with the contract when specialized services are inactive.

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

**"The Advertised Speed"** is the data transfer speed declared by an internet access service provider in commercial communications, including advertising and marketing related to promoting internet access offers. If speeds are included in a marketing offer from the internet access provider, 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 for the majority of the time during service access.

**"Peak Hours"** are the times of maximum statistical load on the fixed network, which last from 8:00 PM to midnight.

**"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 Package prices, installation fees, minute tariffs, and their application methods are described in the Subscription Contract, relevant Add-ons signed by the User and/or on IPKO's official website [www.ipko.com](http://www.ipko.com).

3.2 For the services used, the User will receive the invoice on a monthly basis, specifically on the 1st day of each month. By signing the Subscription Contract and these Terms, the User agrees to receive the invoice via email, at the email address specified in the Subscription Contract. Invoices are also available to the User in physical form at official IPKO sales points.

3.3 The User is obliged to make the payment for the services used no later than the 10th day of the current month. If the User fails to make the payment by this date, the offered services will be suspended on the 16th day of the current month, while the contractual relationship will be terminated in its entirety on the 26th day of the respective month. Upon termination of the Agreement, the User undertakes to compensate IPKO with the monthly payment for the current month as well as the outstanding service obligations/payments in accordance with the terms of the Subscription Contract and the provisions set forth in Article 4 of these Terms.

3.4 IPKO will invoice payments in euros, and the User will be able to fulfill obligations in euros. Prices will reflect Value Added Tax (VAT), except for exempt authorities based on the laws in force in Kosovo. Additional obligations, such as bank provisioning, etc., will remain the responsibility of the User.

3.5 The User may pay bills online at [www.shop.ipko.com](http://www.shop.ipko.com), at IPKO's stores, at authorized distributors, or through a bank. If the User fails to meet the deadline for bill payment(s), IPKO reserves the right to suspend the relevant service. In the event of service suspension, the User is obliged to pay the reinstallation fee for the suspended connection for fixed services, based on the prices specified in the Subscription Contract and on IPKO's official website [www.ipko.com](http://www.ipko.com).

3.6 In the event of non-payment of the bill by the User, IPKO will apply one of the following measures: Notification via SMS; Notification via Email; Call from IPKO; Suspension (blocking of outgoing and incoming calls); Interruption of service; Sending of material for debt compensation to IPKO's private Executor. In such cases, IPKO will apply penalties for late payments in accordance with the applicable laws in Kosovo. Notification of the User by IPKO will be based on the User's data in this contract. If the User's data has changed, the User is obliged to notify IPKO in a timely manner; otherwise, IPKO bears no responsibility if information regarding non-payment is not received by the User.

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

4.1 The Agreement for monthly invoiced telecommunication services for businesses comes into effect on the day of its signature and will remain in force for a specified period. The User will enjoy all the benefits described in the terms of the Contract from the moment of signing the Contract. At the time of signing the Contract, the User will enter the initial obligatory period of the Contract, which will be 6 or 12 or 24 months, depending on what is specified in the Subscription Contract. This period is mandatory due to discounted prices and benefits that the User receives; therefore, the User agrees not to terminate this Contract or change the service to a cheaper package.

4.2. The User agrees that in case of termination of the Contract by him, before the start or during the mandatory period of the 9-month Contract in the case where the User has signed the Contract for the period of 12 months, or during the mandatory period of the 12-month Contract in the case when The User has signed the Contract for the period of 24 months, or the request to change the package with a cheaper price, the User is obliged to compensate IPKO with the monthly payment of the service for the remaining period of months during the mandatory contractual period, according to the price defined in the Main Contract, the installation fee defined in the Subscription Contract, the remaining value of the monthly installments for the selected device/television (TV), defined in the Main Contract, the remaining value of the monthly installments for the mobile device/telephone of selected, defined in the Main Contract - in accordance with the depreciation table for mobile phone packages, as well as the value of the equipment in use (modem, Wi-Fi device and supporting equipment), the value of which is defined in the Subscription Contract, in case the same is not returned no later than 5 (five) days from the day of termination of the Agreement and/or no later than the 5th of the following month.

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

4.3.1 IPKO will 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 being penalized for the remaining months. The right to terminate the contract may be exercised within two (2) months after such notification.

4.3.2 In case of poor internet service performance, the User must lodge a complaint with IPKO regarding the 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 lodge a complaint with ARKEP. If ARKEP, after professional assessments, confirms the existence of the discrepancy, then the end-user has the right to terminate the contract without penalty for the remaining months.

4.3.3 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 the constitutional order and national security, does not constitute grounds for termination of the contract by the User.

4.3.5 In the event that the User terminates the Agreement during the initial mandatory period, as a result of the circumstances described in

the two previous paragraphs, namely due to the poor functioning of the Internet service, or the unilateral change of the terms of the Contract by IPKO, and any of these two circumstances is confirmed by the regulatory bodies in Kosovo, with a separate decision, the same will not be charged for the remaining months of the mandatory period, but will be responsible to compensate IPKO with the value of the difference between the standard price of the Package as well as the discounted (promotional) price for the used months of the service, the installation fee, as well as the remaining value of the monthly installments for the selected device/television (TV), the remaining value of the monthly installments for the mobile device /selected phone - in accordance with the amortization table for mobile phone packages, all these values defined in the Subscription Contract. The same obligation will also apply in case of termination of the Agreement by the User, in case the latter changes the location of residence and IPKO does not provide infrastructure in the new location.

#### 4.4 Termination of the Agreement by IPKO

4.4.1 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 telecommunications network by connecting inappropriate communication equipment and f) the user endangers the interconnection of telecommunication networks, equipment and services;

4.4.2 IPKO will notify the User in advance of termination of the agreement in the specified cases specified in point 4.4.1. of these Terms, except in the event that the evidenced violation of the contract by the User causes a serious threat to public order and safety, health and the environment, or causes serious physical, material or functional damage to the IPKO network

4.5 IPKO will notify the User about the possibility of termination or renewal of the Agreement 30 (thirty) days before the expiration of the initial obligatory period. If the User (after receiving the aforementioned notification) does not request termination or renewal of the specified term of the Contract, this agreement reverts to an Agreement with an unspecified term. However, upon the User's request for termination, IPKO is obligated to terminate the contract after the expiration of the obligatory period.

4.5.1 In case of termination, the User is obliged to notify IPKO by the 25th of the respective month, because after the 25th of the month, the invoice for the following month will be generated and must be paid before the termination takes effect. The same applies in the case of changing the package to a cheaper one; the User must make the request by the 25th, otherwise, they are required to pay for the current month due to the invoice generation.

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

4.7 IPKO reserves the right to terminate the service in case of User's breach of these Subscription Terms and/or the Subscription Agreement. In case of serious breaches, IPKO reserves the right to take legal action against the User, in accordance with applicable laws.

4.8 The User will be informed in advance about 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 proposed changes to the terms of the Agreement, the User has the right to terminate the Contract without penalty.

4.9 The User may terminate the contract, with written notice and without mentioning the reasons for it, 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 terms of the service offering, as described in the Subscription Contract. IPKO will terminate the service as soon as technically possible and will confirm this in writing to the User, who is obligated to fulfill all obligations owed to IPKO.

### Service Provision and Usage

#### Article 5 - Access to the Provided Service and Service Quality

5.1. For the purpose of signing the Subscription Contract and accompanying documents, for subscribing to the telecommunication services offered by IPKO for Businesses, the User must submit to IPKO the following documents: Business Certificate; Business Information valid for at least 12 months; Copy of the identification of the authorized person to enter into the Agreement; If the authorized person is not the owner of the business, the original authorization for the same.

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, while Users are given to use them during the term of the agreement. Upon termination of the agreement, the User is obliged to return all devices in use, no later than five (5) days, otherwise, they are obliged to compensate their value, as specified in the Subscription Contract.

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

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

Package	Download Speed (Up to)			Upload Speed (Up to)		
	Max	Min (40%)	Usual (70%)	Max	Min (40%)	Usual (70%)
Prima Basic	200 Mbps	80 Mbps	140 Mbps	50 Mbps	20 Mbps	35 Mbps
Prima Start	250 Mbps	100 Mbps	175 Mbps	50 Mbps	20 Mbps	35 Mbps

Prima Ultra	300 Mbps	120 Mbps	210 Mbps	50 Mbps	20 Mbps	35 Mbps
Prima Ultra Promo	300 Mbps	120 Mbps	210 Mbps	50 Mbps	20 Mbps	35 Mbps

5.5. Acceptance of the speeds described above depends on several factors, namely the number of devices connected to IPKO's gateway, the user's location, the applications running on the user's device, their configuration, traffic congestion at a location, etc. Consequently, the speeds described above will be ensured up to IPKO's gateway (modem), and IPKO cannot control the user's devices used to access the service.

5.6. By prior notice to the User, IPKO reserves the right to suspend the provision of the service for reasons of maintenance, advancement, modernization, or optimization of the network. These interruptions may last as long as the work is being performed.

5.7. IPKO will undertake reasonable traffic management measures to prevent network congestion or security breaches; such measures will be proportional and will last as long as necessary.

5.8. IPKO will repair 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 measurements I did it from ARKEP, not excluding the assistance services.

#### 5.8.1. Duration for the repair of defects.

The minimum time (expressed in hours) calculated from the moment the defect is reported by the users until 80% of the defects are repaired.	≤ 12h
The minimum time (expressed in hours) calculated from the moment the defect is reported by the users until 80% of the defects in the operator's equipment, excluding the user's line, are repaired.	≤12h
The minimum time (expressed in hours) calculated from the moment the defect is reported by the users until 95% of the defects are repaired.	≤24h
The minimum time (expressed in hours) calculated from the moment the defect is reported by users until 95% of the defects 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 with 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 impairment of fixed services, or for any defects in the network caused by natural disasters, or by any circumstances beyond IPKO's control, which cannot be foreseen and prevented (force majeure). In case of major network defects, IPKO will take all possible steps to repair these defects as quickly as possible, respecting the priority list of Article 16.1 of Regulation No. Prot. 009/B/16 of ARKEP.

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

5.12. By signing the Contract, the User acknowledges that: (i) IPKO is not responsible for the transmission and legality of the communication content offered by third parties on the IPKO network; (ii) IPKO has no control and is not responsible for any loss or damage resulting from the use of and/or internet sites or content accessed through the Service.

5.13. The User acknowledges that IPKO cannot be held responsible for any costs or damages that may result from the use of the internet, or other systems and networks, including data loss caused by delays, misdelivery, incorrect transfers, interruptions, losses, or poor quality due to other technical-technological reasons. IPKO, individually or when necessary in cooperation with the User, implements technical and organizational measures to ensure the security of the networks and/or services offered. These measures should ensure an appropriate level of protection and security against possible foreseeable risks. IPKO informs the User of a specific risk, how the risk can be reduced by the User, and the possible costs to be covered by the User if the occurring risk is beyond the measures IPKO can take. 5.13. 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 use.

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

6.1. The User is obliged 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 aimed at preventing other users from using the Service freely; (ii) allow access to minors to pornographic programs or other inappropriate programs and/or internet addresses; (iii) infringe the intellectual property rights of any other person, including copyright; violate privacy and personal data; (iv) damage the IPKO brand and its reputation. Furthermore, the User is not allowed to use or permit the use of the Services for any prohibited, immoral, unlawful, harmful, unauthorized, discrediting, or deceptive purpose, or to cause harm, offense, or harassment to any person or to send unwanted commercial messages to any person.

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

6.3. For any misuse or non-use that is not in accordance with 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. Suspend or automatically cancel 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 competent law enforcement authorities to prosecute legal violations.

6.4. The User is not allowed to use or allow the use of the Services that would cause the irregular functioning of the network or the quality of the Services, weaken or interrupt or interfere 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 for the User whose name appears on the Subscription Agreement. The benefits, rights, and obligations accepted by the User under this agreement cannot be transferred to a third party without written consent from IPKO.

6.6. The User must promptly notify IPKO regarding any potential issues with the services or products they are using.

6.7. The User must provide accurate personal notes when requested by IPKO. For any changes to this information, the User must notify IPKO within ten (10) days from the date of the 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 to IPKO within the specified date stated in the invoice or in case of engaging in 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 User Obligations specified in this document) or any law.
- ii. the User provides IPKO with falsified, inaccurate, or misleading information, or fails to notify IPKO of any similar change.

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

#### **Article 7 - IPKO's Devices 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-line telephony, digital receiver, module, and smart card. All devices are the property of IPKO, and the User is provided with them during the duration 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 termination date.

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 the malfunction of devices as a result of the User's negligence or ignorance. If the User fails to comply with the rules and instructions/manuals for using the devices, resulting in their unusability, the User must pay for the use of new devices, the price of which is determined in the Subscription Contract.

7.3 Regarding the internet service, the User is responsible for the security of his computer, other devices in use, including his 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 using the service.

7.4 Prior notifying the User, IPKO has the right to replace the devices that are in the User's possession, for the purpose of maintenance, advancement, modernization, or optimization of the network. The devices remain the property of IPKO.

7.5 The User is responsible for the electrical network supplying power 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 the User's household devices and installations (except for the digital receiver and modem) are part of the User's installations and household 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 norms and standards. Any potential damage to the User's devices or installations, which may be caused or result 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 the User's household devices, it is recommended that the latter perform grounding at a common point for all video and audio devices and installations connected to IPKO's network, while in case of lightning, the User should disconnect the devices from the power outlets, and/or use/install surge protection outlets to protect the household from lightning and high electrical voltage; as well as to use voltage correctors and UPS (uninterruptible power supply) to protect the household from unstable voltage and power interruptions:

a) Instructions for the correct connection of 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 connector); Step 4: Plug in the STB (Digital receiver) to the power outlet; Step 5: Turn on the TV and STB.
- ii. Modem: Step 1: Turn off the TV; Step 2: Insert the Modem into the TV in the correct manner at the appropriate port for the modem; Step 3: Turn on the TV and verify if the menu option is visible.

b) Instructions for the correct disconnection of 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: Remove the HDMI cable (High-Definition Multimedia Interface).
- ii. Modem: Step 1: Turn off the TV; Step 2: Remove the modem from the TV port.

7.8 IPKO's devices only function when they are connected to electrical power, therefore, the provision of IPKO's fixed services cannot be made during power outages.

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

#### **Article 8 - Data Protection, User Privacy, Cooperation with Law Enforcement**

8.1 Data Protection, User Privacy. IPKO fully complies with the Law on Personal Data Protection in processing the personal data of users of its electronic communication services, including name, surname, personal identification number, address, landline phone number, mobile number, email address. - Users can be informed about the procedures for storing and processing personal data on the official IPKO website <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](mailto:dpo@ipko.com).

8.2 Cooperation with Law Enforcement. 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 does not bear any responsibility for this content, as well as for the data that the User accepts from third parties through IPKO's network. In accordance with the laws in force in Kosovo, IPKO will cooperate with law enforcement agencies regarding requests these agencies may have concerning 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 following 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](mailto: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 cessation of action.

9.3 In the event of service interruption for at least twelve (12) hours, IPKO will compensate the User with twenty-four (24) hours of service for each period of 12 lost hours. 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 responsible 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, lightning, fire, acts of terrorism, war (declared or undeclared), pandemics, riots, explosions, strikes, or worker protests, civil unrest, sabotage, expropriation by the government, or other acts or events that are beyond the reasonable control of the respective Party. IPKO shall not be liable for the failure to fulfill obligations in the event of:

- i. refusal or delays by a third party in supplying IPKO with telecommunication services and when there is no other alternative service available at a reasonable price; or
- ii. IPKO is prevented by legal or regulatory constraints or by ARKEP from providing the specific service.

**Article 11 - Applicable Law**

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

**Article 12 - Final Provisions**

- 12.1 If any provision in these General Subscription Terms is illegal or unenforceable, it shall be removed, and the remaining provisions shall remain in force, and IPKO shall find a replacement in due course.
- 12.2 If any provision in these Subscription Terms conflicts with any provision in the Subscription Contract, which regulates the conditions for the use of specific services, the provisions in the Subscription Contract shall prevail.
- 12.3. In the case of distance contracts, the Agreement shall be made available to Users through sustainable means of communication (application, email, official IPKO website, etc.), and its terms may be accepted through the same means. In this case, the signature of the contract by both Parties will not be necessary.
- 12.4 In accordance with the Consumer Protection Law, only users who have entered into a distance contract will be allowed to terminate it through the same or similar means of communication as used for entering into the Agreement.

IPKO		User	
[NameSurname]	[Date]	[NameSurname]	[Date]
Vendi/Place	Data/ Date	Vendi/Place	Data/ Date
	Nënshkrimi/ Signature		Nënshkrimi/ Signature