



TERMS OF SUBSCRIPTION TO POSTPAID MOBILE TELEPHONY 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 postpaid 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.

"Initial Term" means the initial period for which subscription contracts are concluded, which may be 12 or 24 months, or even longer. Contracts with a term exceeding 24 months may be applied when this is requested, it is necessary, or as a free expression of the User's will.

"Non-geographic numbers" mean the phone numbers that do not give indications about the geographical location of the phone number.

"SIM card" means the card that contains the code that enables connection to the network and identification of prepaid users. The SIM card, placed inside a package, enables the protection of the prepaid User through the PIN (Personal Identification Number) code. When the code is entered unsuccessfully three times in a row, the account is temporarily blocked. The SIM card can be unlocked by typing the PUK (Personal Unblocking Key) code.

"Date of entry into force" means 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.

"Postpaid User" means the User who has chosen the monthly billing method of payment for the services he benefits from. Users with monthly billing are billed monthly for fixed monthly payments from IPKO in accordance with the price list of the tariff plan, as well as other services provided by IPKO and which the User has purchased during the month.

"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.

"Half Size SIM" - is a reduced-size SIM card, used in end devices that require a specific format smaller than the full SIM.

"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.

"Package INFINIT" is a special package of the mobile telephony service for postpaid users whereby the User, depending on the package that the User chooses and depending on the initial time limit of the Contract he/she chooses, gets minutes, SMSs and GBs.

"Package INFINIT with DEVICE" is a special package of the mobile telephony service for postpaid users whereby the User, depending on the package that the User chooses, gets minutes, SMSs and GBs. Depending on the package that the User chooses also depends on the type of device that the User agrees to pay in installments for the duration of the Contract, the value of which is defined in the Main Contract.

Article 3 - Price, fees and payment method

3.1 Package prices, connection fees, and application modalities are described in the Subscription Contract, the Summary of the Contract as well as in the relevant annexes signed by the User and/or on IPKO's official website www.ipko.com . <http://www.ipko.com>

3.2 IPKO shall invoice 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, such as bank provision, and the like, will be borne by the User.

3.3. IPKO shall make the content and duration of the packages available.

3.4 In cases where the User contracts a specific package with device, thus obtaining a device respective to the package, but, meanwhile, does not pay the monthly bill, then the service will be terminated by IPKO and the prepayment will be lost and he/she will compensate IPKO with the value of investments for providing such service, namely the value of remaining months of the service and the remaining installments for the telephone.

3.5 In cases where the User contracts a specific package with telephone and, meanwhile, wishes to switch the package, then the User is obliged to pay the total price of the second package which he/she wishes to get, thereby losing all the benefits of the first package he/she has been using up until the moment of the second package activation.

3.6 After the Minutes/SMS/MB, which are part of respective packages, are used, the Users shall switch to additional costs, namely up to the limit of the respective packages. Additional costs are determined in the basic Contract signed by the User or in the relevant annexes.

3.7 The User will receive the invoice(s) from IPKO from the 1st to the 6th of the respective month, while the User must pay the invoice no later than the 10th of the same

month. The User will receive invoices for the service provided by IPKO in three different forms: SMS invoice, PDF invoice via email, self-care portal (portal for self-care of monthly expenses). In this portal, the User will have access to all invoices for previous months as well.

3.8 In case the User does not pay the value for the service received by IPKO for 2 consecutive months, then IPKO shall be entitled to terminate the service and the number in his/her possession.

3.9 The User may check his account balance at any time, by dialing *123#.

3.10 The User is obliged to provide IPKO with accurate contact details, namely his/her e-mail and residence address, so that he/she can receive the bills.

3.11 To access the self-care portal system, the following steps are to be followed:

- The User must send a request via USSD
- The User will receive an SMS containing the user name and password.
- The User must create a new personal account in the business portal (self-care portal)
- The User will receive an SMS code token whenever he/she tries to access the self-care portal

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

4.1 The Agreement on postpaid mobile telephony telecommunication services for private users shall enter into force on the date it is signed and shall be applicable for an indefinite period of time. The User shall enjoy all benefits described in the terms of the Contract from the moment of signing the Contract. Upon signing this Contract, the User shall enter the initial obligatory period of the Contract, which shall be 12 or 24 months, as defined in Subscription Contract. This period is obligatory because of promotional prices and benefits that the User shall benefit, therefore the User agrees to not terminate this Contract nor change the service to a cheaper price package.

4.2. The User agrees that in case of termination of the Contract by him/her, before the start or during the obligatory 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 obligatory 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 to cheaper price package, the User is obliged to compensate IPKO with the monthly payment of the service for the remaining period of months during the obligatory contractual period, according to the price defined in the Main Contract, the remaining value of the monthly installments for the chosen device in the case of device packages, defined in the Main Contract, the value of which is defined in Subscription Contract.

4.3 The User shall inform 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, the User is entitled to terminate the Contract without being fined with the payment for the remaining months. The right to terminate the Contract can be exercised within two (2) months after such notice.

4.4 IPKO shall notify the User of the possibility of its termination or renewal, 30 (thirty) days before the end of the initial obligatory term. In the event that the User (after receiving the abovementioned notice) does not request the termination or renewal of the fixed term of the Contract, this agreement turns into an Agreement with an indefinite term. Whereas, at the User's request for termination, IPKO is obliged to terminate the contract after the end of the obligatory term.

4.5 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.

4.6 IPKO shall reserve the right to terminate the service in case of breach of these Terms of Subscription and/or Subscription Contract. In case of serious breaches, IPKO shall reserve the right to undertake legal action against the User in accordance with applicable laws.

4.7 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. 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 have access to postpaid mobile telephony services for private users without or with a device, the User is obliged to sign a Contract with IPKO. To enter into the contract, the User must have with him a valid ID card or passport for verification of personal data.

5.2 In case the User is under 16 years of age, then the Contract must be concluded 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 (if the contract is signed by the legal custodian).

5.3 In order to enable the use of the service in question in postpaid mobile telephony services 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 3.2 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 Agreement is signed between the User and IPKO.

5.5 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. In the event that the number included in the Contract by the Contract Holder wishes to withdraw from the package in question, then the Contract Holder will have the right to make a request at the official points of IPKO, for the number in question to be removed from the package in question. In the event of removal from the package in question, the ownership of the number will be restored to the second user on the condition that the Contract Holder together with the number user appear at the IPKO point of sale in order to sign the appropriate forms for the transfer of the number to the second user by the Contract Holder. At the time of the number transfer, the Contract Holder will not have any rights over the number in question.

5.8 Specifications of the package "INFINIT"

5.8.1 The User, depending on the package he/she chooses, will have a monthly expenses limit, namely as defined under the Packages of the service in the main Contract of the service in question. Also, the User will be able to use unlimited on-net minutes, unlimited SMSs and unlimited GB edge.

5.8.2 Upon signing the contract, the User will subscribe to mobile telephony service for an initial time limit of 12 months.

5.8.3 Upon spending the internet package chosen by the User, he/she will have the opportunity to use unlimited GB edge until the moment the User refills the package when automatically will start the use of the internet dedicated based on the package with higher capacity in accordance with the specified package.

5.9 Specifications of the Package "INFINIT" with device"

5.9.1 Depending on the package selected, the User will be able to pay the value of the selected device by monthly installments in accordance with the contract term, along with the monthly bill. The monthly payment, depending on the package he/she chooses, will contain the total service price, additional expenses of the package, and the installment for the device. The User, depending on the package he/she chooses, will have a monthly expenses limit, namely as defined under the Packages of the service in the main Contract of the service in question. Also, the User will be able to use unlimited on-net minutes, unlimited SMSs and unlimited.

5.9.2 Upon spending the internet package chosen by the User, he/she will have the opportunity to use internet by spending from the main account in accordance with standard tariffs published by IPKO or by buying one of the other available data packages.

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

6.1.1 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 lowest service quality level provided to the User is based on the Regulation on Contracts, Transparency and Publication of Information and Other Protective Measures for End-Users, adopted by the RAEP.

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 the hindrances in accordance with the Regulation on Contracts, Transparency, Publication of Information and Other Protective Measures for End-users of electronic communications services adopted by RAEP and by making reference to the terms and service level reported in the measurements made by RAEP, 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 as follows:

6.1.5.1 Users will be able to increase the initial limit according to the Package, by dialing the code *889#. The User may increase the limit for 1 time more than the amount of the initial limit for the relevant package. Confirmation for increasing the limit is done through *889*1#, and the amount of the limit can be increased up to 3 times within the corresponding month.

6.1.6 In accordance with these Terms, IPKO will not be responsible for any interruption or weakening of the mobile telephony service for postpaid 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 Regulation No. Prot. 009/B/16 of 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 The User is obliged to use the mobile telephony service for private Users with monthly billing (postpaid) with monthly package fully complying with the respective Agreement. 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.

6.1.9 The User is obliged to use the services in line with the Agreement and applicable laws; otherwise IPKO shall be entitled to cooperate with legal authorities having jurisdiction and, depending on the degree of misuse, IPKO shall be entitled to take the following measures:

- i. Warning the User to use the service in line with the Agreement;
- ii. Suspending or automatically annulling the service provided by IPKO without bearing any responsibility for User's compensation and, as a result, requesting compensation for the damage incurred due to misuse from the part of the User.

6.1.10 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.

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

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

6.1.13 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.

6.1.14 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.

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

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

6.1.17 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 Validity

6.2.1 The validity period of the number varies from the duration of the Postpaid Contract, that is, for as long as the User uses the postpaid mobile device subscription contract, the validity of the number will be extended for that period. In cases where the Postpaid Contract is terminated, the number must be returned to the prepaid service in order to be used by the User, as well as to maintain the validity with monthly top-ups, defined on the website: <https://www.ipko.com/privat/telefonija-mobile/informatashtese/klient-i-ri/>, otherwise the number will be terminated and resold.

6.2.2. The validity of the number depends on the amount of credit which the User decides to top up the phone account and is applied from the moment when the top up is done. The validity, which the User determines by means of the selected top-up, indicates the time during which the User can use it with all mobile telephony services, while after the specified time passes, for example, 10 days, 20 days, 30 days and others, for the next 14 days, the User can only receive calls, while, during these 14 days, if the User does not top-up the phone, then the number will be disconnected.

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.

6.3 – Activation of SIM/eSIM 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 90 days from the purchase/registration of the card. The service is activated by making the first call from the SIM card. After the 90-day period, IPKO will block and resell the User's number.

6.3.2 The digital eSIM card can be activated through various channels including online activation where the activation code/QR code will be accessible to the end user online or in his/her email address. The activation QR code is unique and can only be used once.

After scanning and installing your device, no one else can use it. After scanning the QR code with the device (eSIM compatible device) and entering the PIN/PUK code, the eSIM profile will be automatically installed on the end user's smart device and registered to the mobile network.

6.3.3 The User can change his/her eSIM profile on his/her device, keeping the same number and the same package/tariff plan. In this case it is mandatory for the End User to first delete the eSIM profile from the old device and then request a new eSIM profile/QR code and scan this new QR on the new device.

6.3.4 The End User may delete the eSIM profile from the device (for example if the End User wishes to sell his/her device).

6.3.5 Changing the eSIM profile by the user will not annul the contractual obligation arising from the use of the eSIM, since the users in this case they will no longer be able to use it on that device until the User:

- i) uploads an eSIM profile to the new device
- ii) until the End User reactivates a standard SIM again. In this case, existing eSIM Users must visit one of IPKO shops to get a new eSIM. IPKO will apply additional fees.

6.3.6 Physical SIM Card is a card containing a code which makes it possible to connect to the network and identify the users. SIM card provides protection to the User through the PIN code (Personal Identification Number). When the code is unsuccessfully entered three times in row, the account is temporarily blocked. The SIM card may be unblocked by entering the PUK code (Personal Unblocking Key).

6.3.7. The User shall be responsible for SIM/eSIM card, namely the number registered in his name in case of any misunderstanding for as long as it is registered in his name.

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

6.3.9 In case the SIM/eSIM card is lost or suspected to have been stolen, the User is obliged to notify IPKO immediately. After verification of the User, IPKO will temporarily terminate the service.

6.3.10. The (PIN) number can be entered by the User up to 3 attempts (if the number of attempts is exceeded, then the PUK number is used). Meanwhile, the User can enter the PUK number up to 10 attempts (if the number of attempts is exceeded, then the Sim/eSIM is lost, and must be replaced/apply for a new Sim/eSIM), which is subject to a fee.

6.4 Suspension and annulment of services

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

- i. if the User fails to fulfill his/her obligations deriving from the Agreement (particularly the Obligations of the User, as stipulated herein), or any law.
- ii. The User provides IPKO with false, incorrect information, or does not notify IPKO of any change that takes place, as required under Article 6 herein.
- iii. in case of any fraudulent activity by the User.

6.4.2 IPKO may, with prior notice, suspend the Services to the User in whole or in part in the event that the User fails to meet obligations on time towards IPKO as defined in these terms of conditions.

6.4.3 In case the User fails to pay the invoice, IPKO shall apply the following measures. In addition to them, the User is obliged to compensate the value of the device.

- o E-mail notification;
- o SMS notification;
- o Call from IPKO;
- o Blocking roaming calls;

- o Blocking of outgoing calls;
 - o Suspension (blocking of outgoing and incoming calls);
 - o Deactivation/termination of service;
 - o Sending the case for compensation of debt to IPKO to the Private Enforcement Agent/Court. In this case, IPKO will apply default interest in accordance with the applicable laws in Kosovo.
- 6.4.4 If the User does not comply with the deadline for payment of the bill(s), IPKO reserves the right to suspend the service in question. (Article 8.4) If the service is suspended, the User is obliged to pay the price of re-establishing the suspended connection, based on the pricelist determined in the contract, offers, and leaflets of IPKO.
- 6.4.5 In case the User, after suspension, does not pay the bills, IPKO shall reserve the right to annul the service and deactivate/terminate the number, and initiate legal proceedings for potential compensation of 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. 06/L-082 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 for this content, nor for the data, which the User receives from third parties, through IPKO's network. In accordance with the laws in force in Kosovo, IPKO will cooperate with law enforcement authorities in relation to the requests that such authorities will have regarding the service in question that the User uses.

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 provided for the emergency number 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 clients, containing only the location of the cellule wherefrom the client initiated the call.

Article 8 Dispute Resolution

8.1 IPKO shall provide 24/7 support via phone to the User (every day, seven days a week) via telephone numbers: +383 (0) 49 700 700 and +383 (0) 38 700 900. The User can also submit any request or complaint in writing to the official email address info@ipko.com, or at IPKO stores.

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, acts of terrorism, war (with or without war being declared), pandemic, riots, explosions, strikes or labour protests, civil unrest, sabotage, expropriation by the Government, or other acts or events that are out of the reasonable control of the relevant Party. IPKO shall not be held responsible for failing to meet the obligations in case of:

- i. rejection or delay of a third party in supplying IPKO with telecommunication services and if there is no other alternative service available at a reasonable price; or
- ii. IPKO is limited by definitions legal in nature or RAEPC in providing a certain service.

Article 10 Applicable Law

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

Article 11 Final provisions

12.1 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.

12.2 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.

12.3 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's 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.

12.4 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

[Name Surname]

[Date]

Place

Date

Signature

User:

[Name Surname]

[Date]

Place

Date

Signature