



## TERMS OF SUBSCRIPTION TO PREPAID FIXED TELECOMMUNICATIONS SERVICES FOR PRIVATE USERS PROVIDED BY IPKO TELECOMMUNICATIONS L.L.C. (Hereinafter referred to as "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 Fixed Telecommunication Services, provided by IPKO Telecommunications LLC (hereinafter referred to as "IPKO").

1.2 This Agreement, the method and conditions of provision of prepaid 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"); by the Regulation on the Distribution of Audio and Audiovisual Media Service Providers, adopted by the Independent Media Commission (hereinafter referred to as "IMC"), 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**

**Agreement** shall mean the entire contractual relationship between the User and IPKO for the use of the fixed service(s) selected/contracted by the User, which is composed of the respective Annexes and the price list specified in the main Contract.

**Subscription Contract** means the document signed by the parties, which contains the main mandatory elements of which the parties have agreed.

**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: tele-sale, applications, emails, websites, or any other durable means of communication: SMS, application or online account.

**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.

**Date of entry into force** means the date/time on which the contract is signed.

**Activation/Date of initiation of service** is the time starting from which the User has access to and may use the selected service and product.

**Suspension** means a situation where the User has temporarily no access to services, while the service has not been canceled yet.

**Annulment/Termination** means a situation when all services whereto the User has had access have been annulled and cannot be used without re-subscribing.

**Service User** means a legal person subscribed to one or more products and services provided by IPKO and who, directly, accepts IPKO Terms of Use.

**Prepaid User** means the User who has chosen the prepaid method of payment for the services/packages offered.

**Fixed network** is the connected infrastructure of equipment and lines built for the transmission of information, such as voice and data, from one point to another, which enables the provision of fixed telecommunications services.

Fixed services are telecommunications services provided by IPKO through the fixed terrestrial network and include internet services, digital television services (hereinafter also referred to as "DTV"), and fixed telephony services.

**Devices** are the instruments required to receive service(s) contracted under the Subscription Contract.

**Modem** means a device that enables connection of computers to IPKO network and from there runs Internet connections.

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

**Smart Card** means the Card which is inserted into the digital receiver and without which the package with TV channels cannot be opened.

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

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

**Installation fee** is the price that IPKO will apply for the installation of the service at the moment of signing the Contract for the installation of services and devices at the User's residence address.

**IPKO TV Service** is an innovative service provided by IPKO through OTT technology, which enables the viewing of television channels via the internet-connected network. This platform is available for smart television (SMART TV), smartphone, tablet,

and/or new technological forms.

**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 turned off.

**Maximum speed** – is the speed that a User can obtain at least part 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 offers. If speeds are included in a marketing offer of 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.

**Speed usually available** – is the speed that a User should achieve most of the time while accessing the services.

**Peak hours** – is the time of maximum statistical load on the fixed network, which lasts from 20:00 to 00:00.

**Audiovisual content providers** - Licensed provider to provide audiovisual media services and to secure the rights of re-transmission of various contents for third parties/distribution operators.

**Change of contract terms** – means any review or update of the contract by the Service Provider, which may include – but is not limited to – changes in tariffs, content, structure or manner of service provision, including technical, commercial or administrative modifications considered necessary for improving the quality of service, adapting to technological developments or complying with regulatory requirements. Any such change shall be notified in advance to the customer, in accordance with the deadlines and forms provided by the relevant legislation, enabling him/her to exercise the rights to which he/she is entitled by law.

### **Article 3 - Prices, fees and payment method**

3.1 To use the service in question, the User is obliged to prepay it, by activating the relevant package for the certain period of activation.

3.2 The prices of the packages, installation fee, are described in the Subscription Contract, the respective annexes signed by the User and/or on the official website of IPKO [www.ipko.com](http://www.ipko.com).

3.3 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.

3.4 In case the User still has remaining days from the active package and wants to activate a different package (different from the current active package), the User will lose the remaining days and shall have the desired package activated.

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

4.1 The Agreement between the User and IPKO shall enter into force upon signing the Contract by the User and shall last for as long as the User will prepay for the telecommunication services specified in the main Contract.

4.2 In case the User decides to stop using the service before the expiration of the package time limit, then any remaining amount the account of the User will be lost.

4.3. If the User does not refill the account with a new package within 3 months, the Contract shall be considered terminated and the User is obliged to return the devices in his/her possession for the use of the service to one of the IPKO shops, in accordance with these Terms. While in case the User belongs to the “Diaspora” package and does not refill the account with the same package – Diaspora, within 12 months, then the Contract shall be considered terminated and the User is obliged to return the devices in his/her possession for the use of the service, to one of IPKO shops, in accordance with these Terms. The return of devices must be done no later than 5 (five) days from the date of termination of the Contract. The returned devices must be in good condition. Otherwise, the User is obliged to pay their value at the price specified in the main Contract at the time of termination of the Contract.

Note: Refilling of the account for Diaspora package is applicable only for the packages of the same type.

4.4 The User shall be timely notified of all proposed amendments to the terms of the Agreement not later than thirty (30) days prior to the entry into force of such amendments. If the User does not agree to the amended terms of the Agreement, he/she is entitled to terminate the Contract without any penalty.

### **4.5 Termination of the Agreement by the User as a result of changes in the terms by IPKO or poor service performance**

4.5.1 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.

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

4.5.3 The User acknowledges that IPKO, for the Digital Television service, cannot be responsible for any interruption, loss or poor quality of the service in question for reasons that do not depend on IPKO but are dictated by third parties. In such cases, the User acknowledges that IPKO does not guarantee that the list of channels shall remain unchanged during the period of validity of the contract. Certain channels may be subject to re-negotiation or removal from the platform, as determined in the list of channels.

4.5.5. Removal of channels by decision of the IMC, when their content is contrary to the constitutional order and national security, does not constitute a basis for termination of the contract by the User.

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

4.7.1 IPKO may limit the use of some or all services by the User, except for calls to emergency numbers, or may terminate the contract if it is deemed urgent and necessary, in case:

a) The User uses the network/services for illegal activities b) The User interferes with the functionality of the network; c) The User attempts to breach the security systems of the network; d) The User and/or his/her device does not stop causing technical or other disturbances; e) The User threatens the technical-technological unity of the telecommunications network by connecting unsuitable communication devices and **f**) the user endangers the interconnection of telecommunications networks, devices, and services; 4.7.2 IPKO shall notify the User in advance of the termination of the agreement in the cases specified in point 4.4.1. of these Terms, except in cases where the established breach of contract by the User causes a serious threat to public order and security, health and environment, or causes serious physical, material, or functional damage to the IPKO network.

4.8 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.

4.9 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.

4.10 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 For the purposes of signing the Subscription Contract and accompanying documents, in order to subscribe to the telecommunications services provided by IPKO for private users, the User must have with himself a valid ID card for verification of his/her personal details. In case that on behalf of the User comes an authorized person, the latter must present the Authorization and a valid identification document.

5.2 Access to the service, among other things, is enabled by the devices that allow 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. The same are and remain the property of IPKO, while the User is given them for use during the duration of the agreement. Upon termination of the agreement, the User is obliged to return all devices that are in use, no later than five (5) days, otherwise is obliged to compensate their value, as determined in the Subscription Contract.

5.3 IPKO is obliged to offer to the existing users of internet or fixed telephony services the digital cable television services, not later than 1 working day from the moment when the User signs the Digital Cable Television Use Contract. To new users who are not subscribed to internet service or fixed telephony at the moment of signing the digital television service contract, the service will be provided after the necessary installation is completed, and latest within five (5) working days from the date of signing of this Agreement.

5.4 Minimum speed, usual speed available and the maximum upload and download speed depending on the capacity/package that the user is using, will vary as follows:

**5.4.1 The table below presents the internet speed for prepaid packages for services only with internet and/or with bundle services:**

Prepaid Package	Download speed (Up to)			Upload speed (Up to)		
	Max	Min (40%)	Usual (70%)	Max	Min (40%)	Usual (70%)
DIASPORA PACKAGE	300 Mbps	120 Mbps	210 Mbps	50 Mbps	20 Mbps	35 Mbps
DUO ULTRA	200 Mbps	80 Mbps	140 Mbps	50 Mbps	16 Mbps	28 Mbps
DUO BASIC	100 Mbps	40 Mbps	70 Mbps	40 Mbps	8 Mbps	14 Mbps

5.5 Receipt of the speeds described above depends on many factors, namely how many devices are connected to IPKO's terminal equipment, location of user, applications installed in the devices of the user, their configuration, loaded traffic in one location, etc. Consequently, the speeds described above will be provided up to the equipment of IPKO (modem), and IPKO can not control the devices of the user which the latter uses to receive the service.

5.6 The speed of the internet service provided according to the selected tariff may be affected by various technical factors and network load, especially during peak hours. IPKO commits that for download and upload speed, to provide up to the maximum speed declared in the package, guaranteeing not less than 40% of this speed during peak hours and usually around 70% of the maximum speed, in accordance with the rules determined by RAEPC and the technical service standards.

5.7 By notifying the User beforehand, IPKO shall reserve the right to terminate the provision of service for the purpose of network maintenance, upgrading, optimize or optimization. These interruptions will be until the works are carried out.

5.8 IPKO will undertake reasonable traffic management measures in order to prevent blocking or network security; such measures shall be proportionate and will last for as long as is necessary/required.

5.9. 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 RAEPC and by making reference to the terms and service level reported in the measurements made by RAEPC, without excluding the assistance services.

##### **5.9.1 Fault repair time**

Minimum time (expressed in hours) calculated from the moment of reporting the defect by the	≤ 12h
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user until time when 80% of faults were repaired.	
Minimum time (expressed in hours) calculated from the time the information about the fault is reported by the users till the time when 80% of faults in operators equipments except the user's line were repaired;	≤12h
Minimum time (expressed in hours) calculated from the moment of reporting the defect by the user until time when 95% of faults were repaired.	≤24h
Minimum time (expressed in hours) calculated from the time the information about the fault is reported by the users till the time when 95% of faults in operators equipments except the user's line were repaired;	≤48h

5.10 IPKO undertakes to re-transmit the channel in the original quality provided by the Content Provider, by guaranteeing that the transmission quality remains unchanged during carriage up to the devices of users. IPKO shall not intervene or reduce in any manner the quality of the channel content during the re-transmission process.

5.11 In line with these General Terms of Subscription, IPKO shall bear no responsibility for any interruption or downgrade of fixed services, or any failure in the network caused by natural disasters, or any other circumstance out of 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 28, para. 1 of Regulation No. 61 Prot. No. 005/B/24.

5.12 IPKO at no time shall be liable for loss of income; loss of profits; loss of good name; loss of opportunity; loss of reputation; or any direct or indirect or consequential damage, except in the case of willful misconduct or gross negligence by IPKO.

5.13 The User acknowledges that IPKO cannot be liable for any cost or damage that may arise as a result of the use of the internet, or other systems and networks, including data loss caused by delay, non-delivery, misdelivery, interruption, loss 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 achieve the security of networks and/or services provided. These measures must ensure an adequate level of protection and security against foreseeable possible risks. IPKO informs the User of a particular risk, the way the risk can be reduced by the User as well as the possible costs that must be covered by the User if the risk that occurs is beyond the measures that IPKO can take.

5.14 The digital television service of IPKO is protected by the Law on Copyright and Related Rights in force as well as other relevant laws in force in Kosovo. Duplication, republication, storage, retransmission, or redistribution of any of the programs broadcasted on IPKO's Digital Cable Television is strictly prohibited. The said service is used only for personal use and in no way 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 in its entirety. The User shall not use the Service for: (i) illegal purposes, to post, upload, or transmit messages, information, or photographs that are inappropriate or of pornographic, threatening, racist, offensive, defamatory content; to harass, threaten, or violate the rights of others; to distribute viruses, or to engage in any other conduct with the intention of preventing other users from freely using the Service; (ii) to allow access for minors to pornographic programs or other inappropriate programs and/or internet addresses; (iii) to infringe the intellectual property rights of any other person, including copyright; to violate privacy and personal data; (iv) to damage the IPKO brand and its reputation. Furthermore, the User is not allowed to use or allow the use of the Services for any prohibited, improper, illegal, harmful, unauthorized, discrediting or fraudulent purpose or to cause any injury, offense or harassment to any person or to send unsolicited commercial messages to any person.

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

6.3 For any kind of 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. 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.
- iii. To cooperate with competent law enforcement bodies to prosecute violations of the law.

6.4 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.

6.5. 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 Subscription 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.

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

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

#### 6.8. Suspension and annulment of services

6.8.1 IPKO may suspend, upon prior notice, services of the User in whole or in part in case the User fails to perform in due time the obligations of any amount owed to IPKO under agreement on the date specified in the bill, or in case of committing any fraudulent activity against products and services of IPKO.

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

- i. if the User fails to fulfill his/her obligations deriving from the Agreement (particularly the Obligations of the User, as stipulated herein), or any law.
- ii. The User provides IPKO with false, incorrect or fraudulent information, or does not notify IPKO of any change that takes place.
- iii. if the User, exceptionally to the fulfillment of obligations arising from the Agreement, has demonstrated in other interactions with IPKO, non-ethical conduct, lack of integrity, impairment of the integrity of administrative or judicial processes, opposition of compliance with legal acts, sub-national acts in force.
- iv. if state institutions undertake measures to prohibit cooperation with the User.

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

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

7.1 Access to the service, among other things, is enabled by the devices that allow 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 telephony, digital receiver, module, and smart card. All devices are the property of IPKO and are given to the User for use during the duration of the Agreement. Upon 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 instructions of its manufacturer, as well as those given by IPKO. IPKO is not responsible for the breakdown of devices as a result of the carelessness or ignorance of the User. If the User does not comply with the rules and instructions/manuals for the use of the devices and as a result of his/her actions the device becomes unusable, then the User must pay for the use of new device, the price of which is determined in the main Contract.

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

7.4 Upon prior notification to the User, IPKO has the right to replace the devices in use by the User, 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 supply network connected to the devices that provide the service. The User shall not hold IPKO liable for any and all defects and/or damages resulting from the electrical energy to which the service device is connected.

7.6 Grounding and protective measures against lightning and electrical overvoltage of the customer's household equipment and installations (except the digital receiver and modem) are part of the user's household installations and equipment, and for these, IPKO bears no responsibility in all cases when those devices and installations have not been executed/installed and connected according to regional standards and norms. Any potential damage to the user's equipment or installations, which may be caused or is caused by non-compliance with these protective measures or failure to comply 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 performs grounding at a common point for all video and audio devices and installations connected to the IPKO network, while during thunderstorms, the User must unplug the devices from the electrical socket, and/or use/install sockets with surge protection in order to protect the household from lightning and high electrical voltage; as well as use a voltage corrector and UPS (uninterruptible power supply) to protect the household from unstable voltage and power outages;

**a) Instructions for proper connection of IPKO devices:** i. Digital receiver: Step 1: Turn off the TV; Step 2: Connect the RF cable (radio frequency connector) to IPKO STB; Step 3: Connect the TV cables (HDMI – High Definition Multimedia Interface or RCA phono connector); Step 4: Connect 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 properly in the adequate port for the module. Step 3: Turn on the TV and check if the menu option is visible.

**b) Instructions for proper turn off of IPKO devices:**

**a) Digital Receiver:** Step 1: Turn off the TV and the STB (Digital Receiver); Step 2: Unplug the STB cable; Step 3: Take out the IPKO RF cable (radio frequency connector) from the STB (Digital Receiver); Step 4: Unplug the HDMI cable (HDMI - High Definition Multimedia Interface).

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

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

7.9 In order to replace any device in use of the User, the User and IPKO will sign the form for replacement of the devices, based

on which the new devices in use by the User will be identified.

#### **Article 8 - Protection of data, privacy of IPKO users, cooperation with law enforcement authorities**

8.1 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](mailto:dpo@ipko.com).

**8.2. 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.

**8.3 Emergency services.** Emergency services are provided for the Mobile Telephony Service User at any time, without any restriction regarding the status of the User's account. The emergency service is provided for the emergency number 112. For any change in access to emergency services, customers will be notified in advance. Information services for the location of the caller for the needs of the Emergency Center can be provided only for mobile telephony customers, containing only the location of the cell from which the customer initiated the call. For any limitation in access to emergency services or the information of the caller's location due to lack of technical feasibility to the extent that the service allows the user to initiate calls to the number from the national or international numbering plan, IPKO shall provide notice.

#### **Article 9 – Dispute Resolution**

9.1 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](mailto:info@ipko.com), or at IPKO stores.

9.2 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.

9.3 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.

9.4 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 and Regulation No. 2024/2 on the protection of users in the field of provision of audio and audiovisual media services and Regulation No. 2024/01 on the procedure for handling complaints in the IMC.

#### **Article 10 - Force majeure**

10.1 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 11 – Applicable Law**

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

#### **Article 12 - 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**

[NameSurname]

Place

[Date]

Date

Signature

**User:**

[NameSurname]

[Date]

Place

Date

Signature



