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TERMS AND CONDITIONS FOR SUBSCRIPTION TO BUSINESS MOBILE TELEPHONE SERVICES OFFERED BY IPKO TELECOMMUNICATIONS LLC

Article 1 - Content of the Subscription Terms

1.1 The Terms of Subscription to Mobile Telephony Services for Businesses with a Contract (with Monthly Billing) (hereinafter referred to as the "Terms") govern the rights, obligations and conditions for the use of the Mobile Telephony Service for Businesses with a Contract (with Monthly Billing), provided by "IPKO Telecommunications sh.p.k." (Hereinafter referred to as "IPKO").

1.2 This Agreement, the manner and conditions for the provision of mobile telecommunications services for businesses provided by IPKO, shall be governed by the Law on Electronic Communications No. 04/L-109, by the applicable regulations for the provision of electronic telecommunications services in Kosovo approved by the Regulatory Authority for Electronic and Postal Communications in Kosovo (hereinafter referred to as "ARKEP") as well as other laws applicable to the services provided by IPKO.

1.3 The Agreement will be signed at IPKO's business premises. In certain cases, the Parties may sign the same 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 terminating the same.

Article 2 – Definitions

"Agreement" means the entire contractual relationship between the User and IPKO for the use of the service in question, which consists of the Basic Contract signed by the User, the relevant Annexes, these Subscription Terms, the published IPKO price list and other accompanying documents.

"Contract" is the document signed by the parties and contains the essential mandatory elements agreed upon by the parties.

'Distance Contract' is any contract concluded between IPKO and the User, according to an organized scheme of distance sales or services, without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication until the moment of conclusion of the contract, including this moment, such as: application, e-mail, website or any other durable means of communication.

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

'Services' are the basic voice/SMS communication services and data transmission via the IPKO network in accordance with the relevant Authorization.

'Initial term' is the initial term for the conclusion of subscription contracts which may be 12, 24 months or even longer. A contract with a term of more than 24 months may be applied when this comes as a request or need or free expression of the User's will.

"**Non-geographic numbers**" are telephone numbers that do not provide indications of the geographical location of the telephone number.

"**SIM and eSIM card**" – is the card that contains the code that enables connection to the network and identification of users. The SIM card enables protection of the User through the PIN code (Personal Identification Number). When the code is pressed unsuccessfully three times in a row, the account is temporarily blocked. The SIM card can be unlocked by pressing the PUK code (Personal Unblocking Key), while the eSIM card is the digital card for mobile telephony service which is integrated as software in the user's telephone device (smartphone). Meanwhile, with the eSIM digital card, an additional QR Code for activation is also provided, while with eSIM all mobile services will function in the same way as they function when using a standard/physical SIM card.

"Subscription Terms" is this document, which describes the rights and obligations of the User and IPKO, as well as the characteristics of the products and services.

"Appendices" is the additional documentation used as support for the Specific Product Terms to collect information about the User as well as to enable the User to be provided with the service or vice versa.

"**Price List"** is the list of prices and tariffs that accompanies each product and service provided by IPKO.

"Effective Date" is the date/time on which the Contract is signed by the User and IPKO.

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

"Suspension" is the state in which the User does not have access to the services temporarily, unless the services and products selected by the User are canceled.

"Cancellation/Termination" is the situation in which all services to which the User has had access are cancelled and cannot be used without re-subscribing/activating the services, which implies the conclusion of a new Agreement.

"Service User" is a natural or legal person who is subscribed to one or more products and services offered by IPKO, and who directly or indirectly accepts IPKO's Terms of Use.

"Monthly billing user" is a user who has chosen the monthly billing method of payment for the services he/she benefits from. The monthly billing user is billed a fixed monthly payment by IPKO every month in accordance with the price list of the tariff plan, as well as other services offered by IPKO and which the user has purchased during the month.

"Network" is the space where the devices, wireless or wired, that enable the provision of telecommunications services are connected.

"Equipment" are instruments necessary for the undertaking or performance of the service. They enable the performance of tasks through mechanical advantages, or offer the possibility that would not be possible to offer to the service user naturally.

"Approved Equipment Model" is equipment that complies with certain standards.

'International Roaming' is the use of electronic communications services outside the territory of the Republic of Kosovo according to the selected tariff plan. 'Roaming in the Western Balkans ("WB") countries is the use of electronic communications services in the Western Balkans countries (Albania, Bosnia and Herzegovina, North Macedonia, Montenegro and Serbia) with the possibility of using/benefiting from the tariff plan while in Roaming at no additional charge. The benefits of the tariff plan can be used in full, except for data (Internet) for which a fair usage policy will be applied automatically according to the provisions of the Fair Usage Policy approved by RAEKP. '**International calls'** are calls made to fixed or mobile phones abroad.

'Call Fee' is the amount determined in accordance with the price list in the tariff plan that is paid by the Users for the use of the services.

"CUG (Private User Group)" is a system that allows communication only between members of a certain group, with lower cost conditions.

"Free Prepaid Number" – is an additional tariff in which the added number will be automatically included in the CUG service, benefiting from free calls within the contract network.

"Number Portability" – the right to retain an existing telephone number when switching to another operator.

"Donor Operator" – the operator from whose network the number is ported.

"Recipient Operator" – the operator to whose network the number is ported.

"Cooling-Off" – the seven (7)-day period during which the Subscriber may return to the previous operator.

"Repatriation" – the return of the number to the previous operator in the event of an unauthorised porting.

"Remaining Credit Reimbursement" – the process of reimbursing the remaining prepaid credit to prepaid Subscribers following completion of the porting process.

Article 3 – Service provided

3.1 In order to have access to mobile telephony services for businesses with a contract (monthly billing), the User is obliged to conclude a contract with IPKO. For the contract, he/she must submit to IPKO the following documents: Business Certificate; Business Information, with a validity period of at least 12 months; Copy of the ID card of the person authorized to conclude the Agreement; In case the authorized person is not the business owner, the original authorization for the same.

3.2 In order to use this service, the User will be provided with a SIM/eSIM card, respectively a phone number. The activation of the service may take a maximum of 2 business days after the moment of signing the agreement between the User and IPKO.

3.3 Users who select one of the Infinit packages with a free-of-charge Gold number enter into a contract with a mandatory 24-month term, whereby the Gold number is designated based on the INFINIT or DATA SIM package within the main contract concluded between IPKO and the User.

3.4 In the event of contract termination by the User prior to the expiration of the mandatory term, the User is obliged to compensate IPKO for the total value of the Gold number in use.

IPKO's Obligations

Article 4 - Quality and Use of Service

4.1 IPKO shall provide the User with high quality service, in good faith and in accordance with the technical capabilities and agreed conditions.

4.2 IPKO shall regularly monitor and measure the use of network capacities, and, in specific segments, shall dynamically avoid eventual loads. For segments where it is not possible to implement a dynamic load distribution method, IPKO shall apply internal procedures for optimizing resources in these segments. The application of these methods and internal procedures by IPKO shall positively affect the increase in the quality of service. The lowest level of quality of service provided to customers is based on the values published from the measurements made by AREP.

4.3 By notifying the User in advance, IPKO reserves the right to interrupt 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 takes.

4.4 IPKO will repair the obstacles by referring to the conditions and level of services reported by the measurements made by ARKEP, not excluding assistance services;

4.5 In accordance with these Terms, IPKO shall not be liable for any interruption or impairment of the mobile telephony service for businesses with a contract (monthly billing) 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 major defects in the networks, IPKO shall take all possible steps to repair these defects as soon as possible, respecting the priority list of Article 16.1 of Regulation No. Prot. 009/B/16 of RAEKP.

4.6 In no case shall IPKO be liable for indirect damages or loss of income caused to the User.

4.7 No assurance or guarantee can be given regarding the availability, quality, operation, or maintenance of voice or data traffic in cases where the User communicates with individuals using another telecommunications operator.

4.10 Only the User or authorized person is allowed to add/remove any number of mobile telephony services (with monthly billing or prepaid) through retail stores.

4.11 The User, when adding prepaid numbers during contract activation, must have the opportunity to choose one of the TIP packages that will be automatically activated every month on the selected number, while additional TIP packages will be charged as an additional service in the business contract, and the User or authorized person is allowed to manage (add or remove) the prepaid numbers to which he wants to send the TIP package.

Article 5 - Resolving User Complaints, Care and Dispute Resolution

5.1 In accordance with these Terms, IPKO will provide support to the User by telephone seven (7) days a week twenty-four (24) hours a day on the telephone numbers +383 (0)49 700 700 and +383 (0) 38 700 700. Call prices to the customer care numbers are free of charge only for calls within the IPKO network (on-net), while for calls from local operators (PTK and Vala) the tariffs set by these operators apply. IPKO also provides support to the User through the number 080070070 free of charge from all users of operators in Kosovo.

5.2 After notification of the defect, if the same cannot be eliminated by phone, IPKO within 5 (five) days will respond to the User to resolve the problem.

5.3 The User must submit a request for compensation within 30 days from the day of notification/reporting the problem.

5.4 In the event of service interruption 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 may be made in the form of a refund or by extending the validity depending on the type of service or package.

5.5 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 withdrawal of the action

5.6 In the event that the Parties fail to resolve the User's problem according to the procedures described in this article, then the User may initiate the procedure for resolving the dispute, including filing a complaint in accordance with the procedures and rules for resolving the dispute, 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.

Article 6 – User Obligations

6.1 The User is obliged to use the Business Mobile Telephony Service with a contract (monthly billing), in full compliance with the agreement in question.

6.2 The User is prohibited from misusing the service, namely, the User is obliged to use the services in accordance with the Agreement and applicable laws, otherwise IPKO has the right to cooperate with the competent law enforcement bodies and, depending on the degree of misuse, IPKO has the right to take the following measures:

i. To warn the User to use the service in accordance with the Agreement;

ii. To automatically suspend or cancel the service provided by IPKO, without any liability for compensation to the User and as a result to request compensation for damages suffered from misuse, made by the User.

6.3 In the event that IPKO terminates the contract with the User for the reasons stated above, the latter is responsible for fulfilling all remaining financial obligations towards IPKO.

6.4 The User is not allowed to use or allow the use of the Services for any prohibited, improper, illegal, harmful, unauthorized, defamatory or fraudulent purpose or to cause any injury, offense or harassment to any person or to send unsolicited commercial messages to any person.

6.5 The User is not allowed to use or allow the use of the Services, which will cause the regular malfunction of the network or the quality of the Services, the weakening or interruption of or interference with the integrity or security of any telecommunications network or system.

6.6 The User agrees to the instructions or requests of IPKO and/or the authorized authority, especially regarding the manner of using the service and in connection with the investigation of any violation.

6.7 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 products and services is expressly limited to the User, whose name appears in the Contract. The benefits, rights and obligations accepted by this Agreement by the User cannot be transferred to a third party without the written approval of IPKO.

6.8 The User is obliged to pay all payments and obligations in accordance with the Agreement.

6.9 The User must immediately notify IPKO regarding any potential problems with the services or products he/she is using.

6.10 The User must provide accurate personal information when requested by IPKO. For any change in this information, the User must notify IPKO within ten (10) days from the date of the change.

6.2 NUMBER PORTABILITY

6.2.1 Every User of mobile or fixed-line services shall have the right to request the porting of their existing number to another operator.

6.2.2 Number porting shall be carried out in accordance with the "recipient-led" principle, whereby the recipient (new) operator initiates, leads and manages the technical porting process.

6.2.3 Porting constitutes termination of the contractual relationship in respect of the relevant number; however, it does not release the User from the obligation to settle all financial liabilities accrued up to the time the porting is executed.

6.2.4 NUMBER PORTABILITY PROCEDURE

6.2.4.1 The User shall submit a porting request to the recipient operator and provide a valid identification document. By signing the relevant form, the User confirms and expresses their intention to port the number.

6.2.4.2 For mobile numbers, confirmation shall be carried out via SMS using a verification code; for fixed-line numbers, confirmation shall be carried out through an IVR call.

6.2.4.3 IPKO, acting as the donor operator, shall verify the validity of the request within the time limits prescribed by ARKEP and the CRDB system.

6.2.4.4 The process shall be carried out automatically within one (1) business day for individual numbers and within three (3) business days for business numbers or groups comprising multiple numbers.

6.2.4.5 During the number transfer process, the User's electronic communications services may be temporarily interrupted. Such services shall be restored as soon as reasonably possible. Service restoration activities shall be coordinated with the previous operator so that the interruption does not exceed the period specified under point **6.4.2.4** of this Article, namely one (1) business day.

6.2.5 RESTRICTIONS AND REJECTIONS

6.2.5.1 Porting may not be completed in the following cases:

(a) the number is not active or has been reported as lost or stolen;

(b) the subscriber has outstanding unpaid liabilities towards IPKO;

(c) the identification details do not correspond with the existing registration records;

(d) the number is subject to suspension or is associated with a contract involving unpaid devices.

6.2.6 REIMBURSEMENT OF REMAINING CREDIT

6.2.6.1 In the case of prepaid numbers, following completion of the porting process, the User shall have the right to request reimbursement of any remaining credit.

6.2.6.2 The request must be submitted within thirty (30) calendar days from the date of porting. IPKO shall process the reimbursement within fifteen (15) business days from the date of receipt of a valid request. The request shall be submitted at an official IPKO store by completing the relevant form for the transfer of the remaining credit associated with the number. The form shall be provided by the sales agent and shall be completed and confirmed by the User.

6.2.6.3 Reimbursement may be made by transferring the remaining credit to an active IPKO number or through one of the other reimbursement methods determined by IPKO.

6.2.6.4 Reimbursement shall be subject to a proportional fee which may not exceed three (3) euros, with a minimum threshold of three (3) euros.

6.2.6.5 IPKO has established the applicable proportional fee for the credit transfer service, namely a fee of two (2) euros for an internal reimbursement to a number within the same operator, in this case IPKO, and three (3) euros for reimbursement through a bank account in exceptional cases. Reimbursement may also be made through other methods determined by IPKO.

6.2.6.6 The remaining credit shall not be transferred automatically to the new operator; the User must submit a separate request for reimbursement.

6.2.7 TERMINATION OF THE CONTRACT IN THE EVENT OF NUMBER PORTING

6.2.7.1 Porting of the number constitutes termination of the contractual relationship only in respect of that number. Accordingly, porting terminates the contractual relationship between the User and IPKO in relation to the relevant number, but does not extinguish any financial obligations arising under the contract prior to and up to the time of porting. The User shall settle any financial obligations arising from the contract before execution of the number porting request.

6.2.7.2 Where porting takes place during the mandatory commitment period applicable to service contracts of twelve (12) or twenty-four (24) months, the User shall remain responsible for financial obligations relating to the remaining contractual period or to subsidised devices. This includes obligations arising from benefits received under the existing contract, including, without limitation, mobile handsets or other devices, whereby the remaining applicable value must be reimbursed before execution of the porting request. Such obligations include outstanding invoices as well as all applicable fixed monthly charges for the remaining contractual period.

6.2.7.3 Where the User has a bundled package comprising services such as Digital Television (DTV), Internet and mobile telephony, porting of the mobile number shall not automatically terminate the contract for the fixed services unless expressly requested by the User. The User shall continue to receive IPKO's fixed services (Digital Television and Internet) under the existing contractual arrangement, subject to separate charges for the Internet and Digital Television services. The applicable charges for each service shall be determined in the main contract governing the relevant type of service.

6.2.7.4 IPKO reserves the right to apply pro-rata billing up to the date on which the ported service is terminated.

6.2.8 REPATRIATION AND COOLING-OFF

6.2.8.1 In cases where a number porting has been carried out without lawful authorization, the User has the right to request the return of the number to the operator from which it was ported (Repatriation), in accordance with the procedures and rules in force. 6.2.8.2

A User who has ported a number from IPKO to another operator, or from another operator to IPKO, has the right to request the return of the number to the previous operator within seven (7) calendar days from the date the porting was executed (Cooling-Off). 6.2.8.3

Exercising the right to return a number during the Cooling-Off period does not exempt the User from financial obligations for services already used. In the case of postpaid users, the return of the number does not exempt the User from contractual obligations undertaken toward the receiving operator—including any potential liabilities arising from the early termination of the contract—as applicable and in accordance with the contractual terms and the legislation in force. 6.2.8.4

A request for Repatriation or Cooling-Off must be submitted by the User and is subject to identity verification and the procedures established by the rules in force regarding number portability.

6.2.9 USER OBLIGATIONS

6.2.9.1 The User shall be required to settle all outstanding liabilities towards IPKO prior to the porting of the number.

6.2.9.2 The User shall provide accurate information and valid identification documents.

6.2.9.3 The User acknowledges that additional services, including packages, bonuses or voicemail services, shall not be transferred as part of the number porting process.

6.2.9.4 In the event of termination of the contract during the mandatory commitment period ("binding period"), the User shall remain responsible for fulfilling the financial obligations arising from the early termination of the contract, which shall be handled in accordance with the applicable legal procedures.

Article 7 – SIM/SIM Card Activation, User Change/Sell/Loss of SIM Card and Theft

7.1 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 or by dialing *499# from the SIM/eSIM card. After the 90-day period, IPKO will block and resell the User's number.

7.2 The eSIM digital card can be activated through various channels, including online activation where the activation code/QR code will be accessible to the end user on the internet or in his/her email address. The activation QR code is unique and can only be used once. Once you scan it and install it on 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.

7.3 The End User may change his/her eSIM profile from his/her device, keeping the same number and the same tariff package/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 this new QR code to be scanned on the new device. The End User may delete the eSIM profile from the device (e.g. if the End User wants to sell his/her device).

7.4 Changing the eSIM profile by the User will not cancel the contractual obligation of the obligations arising from the use of the eSIM, since the User in this case will no longer be able to use it on that device until the User:

i) loads an eSIM profile on the new device

ii) until the End User reactivates a standard SIM again. In the specific case envisaged, existing eSIM Users, to receive a new eSIM, must visit one of IPKO's stores. IPKO will apply additional fees.
7.5 The physical SIM card is the card that contains the code that enables network connection and user identification. The SIM card enables User protection through the PIN code (Personal Identification Number). When the code is pressed unsuccessfully three times in a row, the account is temporarily blocked. The SIM card can be unblocked by pressing the PUK code (Personal Unblocking Key).
7.6 The User is responsible for the SIM/eSIM Card, namely the number registered in his name in case of any misuse, as long as it is registered in his name.
7.7 The User is obliged to notify IPKO in case of sale/transfer of the SIM/eSIM card, after notification IPKO will register the new user.
7.8 In case of loss of the SIM/eSIM Card or suspicion of its theft, the User is obliged to immediately notify IPKO. IPKO, after verification of the User, will temporarily suspend the service.
7.9. 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 changed/apply for a new Sim/eSIM), which is subject to a fee.
7.10 Users can also activate mobile internet packages via short code ("USSD"), packages for which will be billed as additional services, on the monthly bill. Prices and activation method for internet packages are posted on IPKO's official website www.ipko.com.
7.11 Checking the status of TIP packages is done by dialing the code *110#, while checking the status of INFINIT packages is done by dialing the code *123#.

Article 8 – Price, tariffs and payment method

8.1 IPKO's tariffs, connection prices, and application modalities will be included in the relevant annexes and/or on www.ipko.com.
8.2 IPKO will invoice payments in euros and the User will be able to perform obligations in euros. All prices are in net amounts. The prices will reflect Value Added Tax (VAT), except for exempt authorities based on the laws in force in Kosovo. Additional obligations, bank commission, etc. must be paid by the User.
8.3. IPKO will publish in advance the content and duration of the packages.
8.4 The prices of the services are published in the IPKO price list. IPKO reserves the right to change these prices, by notifying the User in advance, on the IPKO website www.ipko.com.
8.5 Payment terms - 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.
8.6 In the event that the User fails to pay the value of the service received from IPKO for 2 consecutive months, then IPKO will have the right to terminate the service as well as the number in possession.
8.7 If the User does not respect the deadline for payment of the invoice(s), IPKO reserves the right to suspend the service in question. In the event of suspension of the service, the User is obliged to pay the price of reinstalling the suspended connection, based on the prices specified in the contract, offers and brochures of IPKO.
8.8 In case of non-payment of the bill by the User, IPKO will apply the measures listed below:
o Notification via Email;
o Notification via SMS;
o Call from IPKO;
o Blocking of roaming calls;
o Blocking of outgoing calls;
o Suspension (blocking of outgoing and incoming calls);
o Deactivation/termination of the service; and
o Sending the case for compensation of the debt to IPKO to the Private Bailiff/Court. In such case, IPKO will apply penalties for late payments in accordance with the applicable Laws in Kosovo.
8.9 If after suspension, the User does not pay the bills, IPKO reserves the right to cancel the service and deactivate the number.
8.10The User can check his account at any time by calling the short number *123#.
8.11 The User is obliged to provide IPKO with accurate information, namely the email and the address of residence, in order to receive the invoices issued by IPKO.
8.12 The User will receive the invoices for the service provided by IPKO in three different forms: SMS invoice, PDF email invoice, self-care portal.
8.13Access to the self-care portal system is done by following the steps below:
• The User must first sign the Contract for the provision of the service;
• The User must send a request via USSD
• The User will receive an SMS with the User's name and password
• The User must create a personal account on the business portal (self-care portal)
• The User will receive an SMS token code every time he/she requests to connect to the business portal (self-care portal).
• In this portal the User will have access to all invoices for previous months as well.

Article 9 - Entry into force, duration and termination of the agreement between the Users and IPKO

9.1 The agreement for business telephony services with a contract (monthly billing) shall enter into force on the date of its signing and shall be in force for the period specified in the main contract. After the expiry of the initial term, the contract shall continue to be for an indefinite period of time, as long as the User does not terminate the service in accordance with these terms.
9.2 IPKO and the User reserve the right to terminate the agreement before the expiry of the mandatory contract, with a prior written notice of 1 month, provided that the User has fulfilled all financial obligations towards IPKO before the notice of termination.
9.3 In case of termination of this contract by the User before the expiry of the contractual period, the User is obliged to compensate IPKO according to the conditions set out in the Contract for mobile telephony services for businesses, namely mobile telephony services for Users with Contracts for subscription to mobile telephony services for businesses with a contract (monthly billing).
9.4 The User agrees that in the event 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 a period of 12 months, or during the mandatory period of the 12-month Contract in the case where the User has signed the Contract for a period of 24 months, or the request to change the package to a cheaper price, the User is obliged to compensate IPKO with the monthly service fee for the remaining period of months during the mandatory contractual period, according to the price specified in the Main Contract, the remaining value of the monthly installments for the selected equipment in the cases of equipment packages, specified in the Main Contract, the value of which is specified in the Subscription Contract.
9.5 The User will be informed in a timely manner 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 change in the terms of the Agreement, the User has the right to terminate the Agreement, without penalty.
9.6 IPKO will notify the User about the possibility of its termination or extension, 30 (thirty) days before the end of the initial mandatory term. In case the User (after receiving the above notification) does not request the termination or renewal of the specified term of the Agreement, this agreement shall be converted into an Agreement with an indefinite term. Whereas, upon the User's request for termination, IPKO is obliged to terminate the Agreement after the end of the mandatory term.
9.7 The User has the right to terminate the Agreement in case IPKO increases the fee for the service specified in the Agreement, without penalty until the last day of the month following the receipt of the first invoice as a result of these changes.
9.8 The User may terminate the contract, with written notice and without stating the reasons for this, on a working day, within the official working hours 08:00-16:00. The request will also be processed on a working day, during the working hours 08:00-16:00. The agreement will be terminated at the time chosen by the user, even if he requests immediate termination. IPKO will terminate the service as soon as technically possible and will confirm this in writing to the user.
9.7 In cases where the User wishes to terminate the contract before the expiry of the contractual term, then the User is obliged to compensate IPKO for the value of the investments in providing this service, consequently the value of the remaining months specified in the Main Contract.

Article 10 - Suspension and Cancellation of Services

10.1 IPKO may, with prior notice, suspend the Services to the User in whole or in part in the event that the User fails to pay any amount due to IPKO under this Agreement by the due date specified in the invoice, or in the event of any fraudulent activity against IPKO's products and services.
10.2 IPKO may, without prior notice, cancel the Services to the User for any justified reason, including, without limitation:
i. when the User fails to fulfill the obligations arising from the Agreement (and in particular the User's Obligations set out in this document) or any law.
ii. The User provides IPKO with false, inaccurate or misleading information or fails to notify IPKO of any such change, as required by Article 6 of these Terms.
10.3 In the event of cancellation, any remaining value in the User's account will be withdrawn by IPKO.

Article 11 - Data protection, privacy of IPKO users, cooperation with law enforcement agencies and emergency services

11.1 Data protection, privacy of IPKO users. IPKO in full compliance with the Law on Protection of Personal Data processes the personal data of users of its electronic communications services, which include name, surname, personal number, address, landline number, mobile number, email address. The user can be informed on the official website of IPKO https://www.ipko.com/private/mbrojtja-e-te-dhenave/ /regarding the procedures for storing and processing personal data. The user can also submit any request or complaint in writing regarding the use of data, to the email address dpo@ipko.com.

11.2 Cooperation with law enforcement agencies. The User bears full responsibility for the information or content of the data that he transmits and transfers to third parties via IPKO's mobile network. IPKO bears no responsibility for this content, nor for the data that the User receives from third parties via IPKO's network. In accordance with the laws in force in Kosovo, IPKO will cooperate with law enforcement agencies for the requests that these agencies may have regarding the service in question used by the User.

11. 3 Emergency Services. Emergency Services are provided to the User with a Contract for subscription to mobile telephony services for businesses with a contract (monthly billing), at any time, without any restrictions regarding the User's account balance. Emergency Service is provided for the emergency number 112. For any changes to access to emergency services, customers will be notified in advance. Caller location information services for the needs of the Emergency Center may be provided only to mobile telephony customers, containing only the location of the cell from which the customer initiated the call.

Article 12 - Transfer of rights and obligations and limitation of liability

12.1 The User is not entitled to transfer the rights and obligations arising from this Agreement to third parties, without the prior written consent of IPKO.
12.2 IPKO reserves the right to transfer the rights and obligations arising from this Agreement to the legal successor of IPKO.
12.3 To the extent permitted by law, IPKO is not liable for any injury, loss or damage resulting directly from the use of IPKO services or products by the User or from the User's inability to use IPKO services. IPKO is not liable for any service or product that is sold by an unauthorized commercial agent or unauthorized third party.

Article 13 - Force Majeure:

13.1 Neither party is liable for failure to perform its obligations caused by or resulting from Force Majeure, which represents matters beyond the reasonable control of either party, which includes events that are unforeseeable, sudden, irresistible and beyond the control of the parties, such as severe and extreme weather, flood, landslide, earthquake, storm, lightning, fire, pandemic, acts of terrorism, war (with or without declaration of war), riots, explosions, strikes or protests of workers, civil unrest, sabotage, expropriation by the government or any other act or event that is beyond the reasonable control of the relevant Party. IPKO is not liable for failure to perform its obligations in the event of:
i. refusal or delay by a third party to supply IPKO with telecommunications services and in the event that there is no other alternative service available at a reasonable price; or
ii. IPKO is prevented by legal or RAEKP restrictions from providing the specified service.

Article 14 – Declaration of a state of emergency and/or health emergency

14.1 In each case of the declaration of a state of emergency and/or health emergency in the country, IPKO will undertake all measures for effective coordination for the management of the situation in accordance with all recommendations from the responsible national Institutes and all Decisions of the decision-making body.
14.2 IPKO will not be held liable for failure to fulfill obligations resulting from restrictions determined by Decisions of the decision-making body in situations of a state of emergency, health emergency, disasters and/or other situations declared in emergency situations, which affect the limitation of the use of IPKO's resources.

Article 15 – Applicable Law

These conditions shall be governed and interpreted in accordance with the laws applicable in Kosovo.

Article 16 – Final Provisions

16.1The Agreement in its entirety supersedes all previous agreements between the User and IPKO and constitutes the entire Agreement with respect to its subject matter and shall not be amended or modified except in writing and signed by authorized representatives of both parties. If any provision of the Agreement is unlawful or unenforceable, it shall be severed and removed from the Agreement, the remaining provisions shall remain in effect and IPKO shall promptly find a replacement.
16.2 The number porting processes shall be carried out in accordance with ARKEP Regulation No. 58 and Decision No. 2457 dated 02.04.2025.
16.3 IPKO shall ensure full transparency for Subscribers by publishing information on the number porting process and the reimbursement of remaining credit on the company's official website and in informational materials made available to users.