

## Terms of Use of Red Cable Pro Offer on OnePlus 9 Pro 5G service

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Mobitech Creations Pvt Ltd (“**Company**”, “**we**”, or “**us**”). The following terms and conditions (“**Terms of Use**”), govern your access to and use of the Red Cable Pro service on the OnePlus device.

Please read the Terms of Use carefully before you start to use Red Cable Pro service. **By clicking “accept” or “agree” to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy found at <https://www.oneplus.in/legal/privacy-policy> and incorporated herein by reference.**

By using Red Cable Pro service, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use Red Cable Pro service.

### **Description and Functionalities of Red Cable Pro service & OnePlus 9 Pro 5G Offer**

- Additional 5TB Cloud Storage for Red Cable Life with OnePlus 9 Pro 5G users is a limited period offer for the Red Cable Pro program.
- You must link your OnePlus 9 Pro to Red Cable Club and activate Red Cable Life by 31st May 2021 to be eligible.
- Avail the 1TB Cloud Storage & other Red Cable Life benefits from Benefits Centre in Red Cable Club
- Additional 5TB Cloud Storage will be added automatically to the eligible user's accounts. No action is required from the user's end to avail the additional 5TB storage.
- It will take up to 14 days for the additional 5TB storage to reflect in the users' Cloud Service account.
- The storage upgrade for all eligible users is expected to finish by 7th June 2021.
- Red Cable Pro is a subscription plan for OnePlus users, aiming to provide a better value and exclusive service/benefits for OnePlus user.
- We offer two ways to subscribe to the Red Cable Pro plan - direct payment and redemption. Code redemptions will be issued through our third-party platforms or operational campaigns. You can make direct purchases through the “benefit centre” page, which exists in OnePlus Store app/ Phone Settings / OnePlus Community app
- Red Cable Pro offers two kinds of bundles to let users choose the preferred plan. Different bundles will have varying benefits with varying prices, user can choose one of them according to their interest..

Here is the detail of Red Cable Pro offers

1. Red Cable Care bundle: Rs.1499.

Benefit include: 12-month Extended warranty, 50GB cloud service, Double RedCoins, Free Priority Service(PUD/ Home Repair), Red Cable Pro surprise benefits.

2. Red Cable Life bundle: Rs. 1999.

Benefit include: 12-month Amazon Prime subscription (as further detailed in Annexure A to these Terms of Use), 12-month Extended warranty, 50GB cloud service, Double RedCoins, Free Priority Service(PUD/ Home Repair), Red Cable Pro surprise benefits.

- We currently only offer a yearly subscription for Red Cable Pro membership. Once the user has subscribed, cancellation and refunding of subscription plan is not possible.
- The user may only purchase one of the two subscription bundles and may not purchase the current or other bundle again after the subscription has taken effect. Therefore, you can only enjoy the benefits of the subscription bundle you have purchased and you cannot use the benefits of any other bundle.
- We do not provide renewal program as of now, but it will be notified to you once it is live.

- For the following scenario, you cannot subscribe to Red Cable Pro plan:
  - 1.The device you are currently logged in to is already bound to another account. This means there are other accounts that are linked to this device and are still tethered to it. You will need to logout with the account that is bound to the device and then re-login with your current account again.
  - 2.One device can only support 3 accounts to subscribe to Red Cable Pro plan. If the device you are currently logged in has already been linked to three accounts which are Red Cable Pro subscribed,. you cannot subscribe to any one of the bundles using that device.
  3. We only support OnePlus smartphone users for subscription to Red Cable Pro plans. Non-OnePlus device users cannot subscribe to Red Cable Pro plan.
- For more detailed rules around benefits, please check the FAQ on the Red Cable Pro page. You can find this page on benefit centre which exists in OnePlus Store app/ Phone Settings / OnePlus Community app.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion, including pricing and any benefits extended. All changes are effective immediately when we post them and apply to all access to and use of Red Cable Pro service thereafter.

Your continued use of Red Cable Pro service following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check the ‘Terms of Use’ available in the ‘About’ section under the ‘Red Cable Pro service settings’ from time to time so you are aware of any changes, as they are binding on you.

### **Accessing Red Cable Pro service and Account Security**

We reserve the right to withdraw or amend these Terms of Use and any service we provide on Red Cable Pro service, in our sole discretion without notice. We will not be liable, if, for any reason, all or any part of Red Cable Pro service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Red Cable Pro service, or the entire service, at our sole discretion.

You are responsible for both:

- Making all arrangements necessary for you to have access to Red Cable Pro service.
- Ensuring that all persons who access Red Cable Pro service through your internet connection are aware of these Terms of Use and comply with them.

You agree that all information on your device that forms part of the results on Red Cable Pro service is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

### **Intellectual Property Rights**

Red Cable Pro service and its entire service, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company or its licensors, or other providers of such material and are protected by Indian and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use Red Cable Pro service for your personal, non-commercial use only.

No right, title, or interest in or to Red Cable Pro service is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of Red Cable Pro service not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

Red Cable Pro service and any related logos are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company or its licensors. All other names, logos, product and service names, designs, and slogans on Red Cable Pro service are the trademarks of their respective owners.

### **Prohibited Uses**

You may use Red Cable Pro service only for lawful purposes and in accordance with these Terms of Use.

### **Reliance on Information**

The information presented on or through Red Cable Pro service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to Red Cable Pro service, or by anyone who may be informed of any of its contents.

Red Cable Pro service' results may include content provided by third parties. We are not responsible or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to Red Cable Pro service**

Any of the results or content on Red Cable Pro service may be out of date at any given time, and we are under no obligation to update such material.

### **Links from Red Cable Pro service**

If Red Cable Pro service results contain links to other sites and resources provided by third parties, these links are provided for your convenience only. Please note there shall be no links to advertisements, including banner advertisements and sponsored links available or visible on Red Cable Pro service. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites through the results on Red Cable Pro service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

We provide Red Cable Pro service for use only by persons located in India. We make no claims that Red Cable Pro service or any of its content is accessible or appropriate outside of India. Access to Red Cable Pro service may not be legal by certain persons or in certain countries. If you access Red Cable Pro service from outside India, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or Red Cable Pro service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF Red Cable Pro service OR ANY SERVICES OR ITEMS OBTAINED THROUGH Red Cable Pro service OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF Red Cable Pro service, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH Red Cable Pro service IS AT YOUR OWN RISK. Red Cable Pro service, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH Red Cable Pro service ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF Red Cable Pro service. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT Red Cable Pro service, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH Red Cable Pro service WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT Red

Cable Pro service OR ANY SERVICES OR ITEMS OBTAINED THROUGH Red Cable Pro service WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, Red Cable Pro service, ANY WEBSITES LINKED TO IT, ANY CONTENT ON Red Cable Pro service OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of any information obtained from Red Cable Pro service.

#### **Governing Law and Jurisdiction**

All matters relating to Red Cable Pro service and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of India without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or Red Cable Pro service shall be instituted exclusively in the competent courts of Bangalore, India. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and MOBITECH CREATIONS PRIVATE LIMITED regarding Red Cable Pro service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding Red Cable Pro service.

#### **Your Comments and Concerns**

All other feedback, comments, requests for technical support, and other communications relating to Red Cable Pro service should be directed to Customer Service ([onepluscare@oneplus.com](mailto:onepluscare@oneplus.com))

Annexure A

**OnePlus– Prime Membership offer**

1. The **Complimentary** Prime Membership offer (“**Offer**”) is provided by seller MOBITECH CREATIONS PRIVATE LIMITED (“**Seller**”) at its sole discretion.
2. Offer shall be valid on purchase of Red Cable Pro bundle from Red Cable Club (hereinafter referred to as “**Online Outlet**” / “**Online Portal**”):

How can I sign up for the offer if I am a customer?

- a. Purchase and activate Red Cable Pro
- b. Go to Benefits Center and select Amazon Prime
- c. Copy code and head to Code Redemption Page by clicking “Redeem Now”
- d. Paste Code and activate 12-Month Amazon Prime Subscription

3. What benefits does Amazon Prime subscription include?

Amazon Prime is a subscription program where members enjoy unlimited free, fast delivery on eligible items and exclusive access to deals on Amazon.in, video streaming on Amazon Prime Video and ad-free music on Amazon Prime Music. For more details, please visit [amazon.in/prime](https://amazon.in/prime).

4. What is the validity of the Prime Promo Code?

The Prime Promo code is valid till 29<sup>th</sup> November 2021. You can initiate the membership anytime during the validity of the promo code. The membership will start after Prime signup is initiated.

5. What is the duration of the Prime membership?

The membership will be valid for 12 months from the date of sign-up.

6. As an existing Prime member am I also eligible for this offer?

No, at this time, the offer is applicable to non-Prime customers only. Existing Amazon Prime members can avail the offer upon expiry of their Amazon Prime membership before 29<sup>th</sup> November 2021.. In case a customer’s membership expires on 30<sup>th</sup> November 2021. or thereafter the offer shall stand forfeited and no claims shall be entertained against OnePlus or Amazon in this case.

7. What happens at the end of 12 months?

At the end of your membership, you will expire out of the 12 month plan. To continue accessing Prime, you may purchase one of the plans from Amazon.in

8. How can I check if my Prime membership via Prime promo code plan is active?

Upon activating Prime you will receive a welcome email from Amazon (or welcome SMS if your amazon account doesn’t have an email linked) stating that your Prime membership is now active.”

[To check current payment method:]

You can visit the ‘Manage Your Prime Membership’ page, where your current method of payment will be indicated near the top left of the page in the Billing section

9. How do I cancel Amazon Prime?

Amazon prime membership is available for 3 months at no additional cost through Prime promo code plan. If you wish to cancel your subscription, visit ‘Manage Your Prime Membership’ page to end your membership. Cancellation of the membership will lead to loss of all these benefits.

10. What to do in case the customer loses the promotional code issued by the partner?

Please reach out to [onepluscare@oneplus.com](mailto:onepluscare@oneplus.com) or call us at 1800-102-8411 (Toll Free, 9 am – 9 pm, Monday to Sunday).