

# Terms and Conditions

## **1 Definitions**

1.1. "Redlinkx Office": Refers to all designated Redlinkx offices, including the headquarters, regional offices, and customer service centers. (The location and address for each office can be found on [www.redlinkx.com](http://www.redlinkx.com)).

1.2. "User(s) or Customer": Anyone who uses the services provided by Redlinkx.

1.3. "Service": Refers to the Internet access provided by Redlinkx to the User, along with any value-added features introduced by Redlinkx from time to time.

1.4. "Equipment" refers to the ONT, modem, router, and/or other equipment provided by Redlinkx for use with the Service. For clarity, the term "Equipment" includes any router provided by REDLINKX that is either rented by the User or must be returned to Redlinkx upon termination or cancellation of Service, but does not include any router purchased from Redlinkx or a third party.

## **2 Fees, Rates and Charges**

2.1 The subscription fees, usage charges, and other fees for the Service will be as stated in Redlinkx's tariff information, which is subject to change by Redlinkx from time to time.

2.2 The User must pay the monthly service fees and other charges in accordance with the Subscription Plan.

2.3 The User must pay any applicable taxes on the Service.

2.4 Redlinkx may charge nominal fees for service modifications, such as changes in subscription plans, etc.

## **3 Billing and Payment**

3.1 The billing cycle will start on the day when the services are activated and acknowledged by the customer.

3.2 Billing statements will be sent to the email address registered at the time of subscription, along with a notification to the registered contact number. Redlinkx may send billing statements to the User's physical billing address written in their Subscriber Application Form.

3.3 If the User disputes the billing statement, they must submit to Redlinkx within 5 days from the billing statement date a letter identifying the disputed portions and provide justification for the dispute. Otherwise, the billing statement will be final and binding. Any disputed amount resolved in favor of the User will be adjusted in the next billing statement. Any disputed amount determined to be payable to Redlinkx must be paid within 7 days of the resolution of the dispute. Otherwise, it will be considered overdue.

3.4 If the Service is discontinued or terminated for any reason, all unpaid bills, applicable fees, and penalty charges will become immediately due and payable, without prejudice to Redlinkx's right to bill the User for any unpaid charges they discover later.

3.5 The Subscriber must pay all fees and charges by the due date indicated in the billing statement.

3.6 Redlinkx reserves the right to suspend or terminate the services to the User if they have overdue payments for their subscriptions. User account(s) will be suspended until the dues are cleared.

3.7 The billing cycle will remain active throughout a calendar month, meaning regular payments must be made every month to keep the User ID operational, even if there is no usage for subsequent months.

3.8 Payments made to Redlinkx are non-refundable.

3.9 Payments can be made through bank branches/collection agents designated by the company or REDRETAIL outlets.

3.10 In the event of service suspension due to overdue payment, no adjustments or reversals of payment will be made.

3.11 When making payments, the following information must be written in BLOCK LETTERS on the deposit slip to prevent errors:

- a) Full Registered Mobile #
- b) Full Customer Name
- c) Correct payment amount as stated in the invoice.
- d) Full Customer Code

3.12 Customers must ensure that the registered mobile number on the deposit slip is linked to an active Redlinkx account. If unsure, customers can call the company's helpline/ Redlinkx Chatbot for verification.

3.13 Customers must keep a copy of the deposit slip for their records.

3.14 To avoid inconvenience, payments made with a cheque must be made at least two working days before the due date, as they may take up to two working days to process.

3.15 If there is a temporary suspension, the customer must clear all outstanding debts and email the suspension period to Redlinkx at [support@redlinkx.com](mailto:support@redlinkx.com) and/ or [billing@redlinkx.com](mailto:billing@redlinkx.com).

3.16 The rates of the Services under this Service Order Form ("SOF") as offered to the Customer by REDtone Digital Services (Pvt) Limited (the "Company") shall be exclusive of taxes, duties, charges and levies which shall be applicable in accordance with the provisions of the Federal and Provincial laws, as the case may be. The Customer agrees to provide a National Tax Number ("NTN") to the Company for taxation purposes and further agrees to duly and timely submit the applicable/relevant taxes to the Government of Pakistan (Federal or Provincial Government) as per prevailing rules and regulations.

#### **4 Subscription Request, Deployment, and Refund**

4.1 Customers can apply for a connection through the Redlinkx website or Customer Care helpline.

4.2 After applying for a connection, customers must pay the initial subscription charges to Redlinkx. Redlinkx will deploy the services at the customer's premises or confirm that the services cannot be provided in the area within 15 working days of receipt of payment.

4.3 If the customer's area is not covered or if it is impossible for Redlinkx to provide services for any reason, the company will refund the full amount paid by the customer within 30 working days of receiving a refund request.

## **5 Fair Usage Policy**

5.1 All Redlinkx connections are subject to the Fair Usage Policy (FUP). The aim of FUP is to prevent network abuse and ensure that the experience of all customers is not impacted. This policy requires that the connection is used for single household purposes only and not for commercial use or any erroneous upload or download activities. The customer must also comply with the policies set by PTA, such as the use of illegal VOIP/VC/VPNs. Redlinkx reserves the right to suspend or downgrade connections that do not comply with FUP.

## **6 Authorized User, Account Use, and Responsibilities**

6.1 The customer must be 18 years of age or older and have the legal authority to enter into this agreement. The customer must promptly notify Redlinkx of any changes to their personal or billing information.

6.2 The Customer is responsible for all usage of the service and the account and must pay for all activities associated with the account. The customer must comply with all applicable laws, regulations, and rules regarding the use of the service.

6.3 The customer is responsible for the security of the consumer premises equipment and other devices provided by Redlinkx ("Equipment"). All usage of the equipment and service will be assumed to be authorized by the customer, who will be liable for all charges resulting from said usage.

6.4 Ownership of the equipment will always belong to Redlinkx and the user shall hold it as a trustee for Redlinkx.

6.5 The user, as the possessor and actual user of the equipment, will be responsible for repair or replacement costs that arise from any loss or damage to the equipment, whether it is due to fire, theft, vandalism, accident, or negligence by the user or anyone other than Redlinkx. The cost of repair or replacement will be charged to the user at the time of repair or replacement.

6.6 In case of loss or theft of the equipment, the user must immediately report through the Redlinkx Customer Care, Chatbot or email from registered email address and submit a Notice of Loss within 24 hours of discovery. The user will remain responsible and liable for the use of the service for 24 hours after Redlinkx receives the notice of loss and will remain liable for the Monthly Service Fees during the temporary disconnection.

6.7 The user shall not transfer or encumber the equipment or any rights arising from the subscription without Redlinkx's prior written consent. Redlinkx reserves the right to not honor such transfer or encumbrance without its prior consent and to immediately disconnect the service.

6.8 The user shall not resell or redistribute the service without Redlinkx's prior written consent.

6.9 Only users who are signing up/upgrading to 50 Mbps and above packages are eligible to purchase a Wi-Fi Access Point (AP) from Redlinkx. The Wi-Fi extension service will be provided from the ONT to the first Wi-Fi AP through the standard cable provided with the AP, but any further Wi-Fi extension will not be part of the scope of services.

6.10 Configuration support for the Wi-Fi AP can only be achieved through Redlinkx customer care.

6.11 The user must abide by the generally accepted standards of conduct and usage of the service by not sending any message or material that is defamatory, invasive of privacy, obscene, or offensive, or contains viruses, worms, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the equipment, any software or hardware, or Redlinkx's network. The user is specifically prohibited from setting up any webserver or similar servers for file sharing, gaming, or any other purpose. The user warrants that Redlinkx has the right to suspend services on the account.

## **7 Privacy Policy / Legal Compliance**

7.1 Redlinkx reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a court order) and to cooperate with regulators and law enforcement authorities in the investigation of any criminal or civil matter. This cooperation may include, but is not limited to, monitoring of the Redlinkx network consistent with applicable law. Redlinkx is also required by law to report any facts or circumstances that appear to be a violation of Pakistan laws and reserves the right to report such information, including the identity of users, account information, images, and other facts to law enforcement personnel. The user must abide by all applicable laws, and Redlinkx shall not be held responsible for any misuse of the services by the user.

## **Section 8: Representation and Warranties**

8.1 Redlinkx takes care in providing the Service, but it cannot be held responsible for any loss of information, whether due to interruption, suspension, or termination of the Service or otherwise, or for the accuracy or quality of information transmitted through the Service.

8.2 The User is solely responsible for ensuring compliance with all applicable laws, rules, and regulations, including those of the Pakistan Telecommunications Authority, while using the Service. Redlinkx will not be liable in any manner for any violations.

8.3 Redlinkx takes care in providing the Service, but it cannot be held responsible for any misuse of the User's account.

8.4 Equipment purchased or issued by Redlinkx (such as Redlinkx HD Boxes) has a warranty period of 6 months for defects in the equipment only. The warranty does not cover damage caused by misuse, abuse, negligence, improper power and operational conditions, repairs or alterations, physical damage, faults from spills of liquids or food items, or use with equipment not approved by Redlinkx. The user will be responsible for the cost of replacement in such cases. Warranty claims will be subject to inspection by Redlinkx's team, and their decision will be final.

#### **Section 9: Exclusions and Limitations of Liability**

9.1 Redlinkx reserves the right to disconnect the Service if the equipment or other User equipment causes harmful interference to Redlinkx's network or degrades the quality of Service. The User agrees to hold Redlinkx harmless from any liability resulting from such disconnection.

9.2 Redlinkx is not responsible for data loss. The User is responsible for backing up their own data files.

#### **Section 10: Termination**

10.1 Service will begin on the date the link is activated and acknowledged by the User.

10.2 This Agreement remains in force until termination as outlined in this document.

10.3 The User may terminate the Service at any time by sending a request to support@redlinkx.com along with the reason for termination. The User must return the equipment to Redlinkx's office within 7 days of the termination confirmation.

10.4 If the User breaches any of the terms, Redlinkx may terminate the Service immediately without any termination damages, and with the right to seek damages for the breach. Redlinkx also reserves the right to terminate the Service at any time and for any reason.

10.5 If the account is suspended for 30 days without notice from the User, it will be terminated without prior notification, and the User must return the equipment to Redlinkx's office within 7 days of termination confirmation.

### **Section 11: Assignment**

11.1 The Service and the IDs/Passwords issued to the User cannot be assigned to another party without the prior written consent of Redlinkx.

### **12 Variations**

12.1 Redlinkx has the exclusive right to amend the terms and conditions at any time, with notice in a form determined by Redlinkx, to the User.

### **13 Force Majeure**

13.1 Redlinkx shall not be liable for any delay or failure in performance under this agreement caused by events beyond its reasonable control, including but not limited to acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lightning, equipment failure, computer software malfunction, electrical power failure, telecommunication line failure, riot, strikes, lock-outs, industrial disputes (whether or not involving Redlinkx employees) or epidemics of infectious diseases.

### **14 Amendments**

14.1 These Terms and Conditions are subject to change by Redlinkx management without prior notice and for any reason.

### **16 Law**

16.1 This agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

### **17 Notice**

17.1 Either party may serve notice to the other party by sending it by registered mail or courier service to the address of the other party or to any changed address as notified by the respective party, and the notice shall be deemed to have been properly served and received by the respective party.

## **18 Voice Terms & Conditions**

18.1 The User confirms that the use of the Service, including all content transmitted via the voice service, shall comply with all applicable laws and regulations of the Pakistan Telecommunication Authority (PTA).

18.2 In case of misuse of the services, the User shall be liable to pay all charges for the service utilization.

18.3 The charges for calls made in addition to the subscribed package shall be charged as per tariff.

## **19 Bundles, Packages, Add-ons**

19.1 All packages will continue unless the User notifies Redlinkx 15 days prior to billing cycle end to revise the package to their choice.

19.2 The User cannot downgrade or upgrade their bandwidth during the promotion period.

19.3 The User cannot downgrade their bandwidth of any promotion or package during the middle of the month. Downgrades are only effective from the First (1st) of every month.

19.4 The User can upgrade their bandwidth at any time, and a prorated invoice for the same will be sent to the user.

19.5 If a user upgrades from a standard/double play to a triple play package, the difference in cost for the device will be charged.

19.6 If a user purchases more than one Digital HD Box, a monthly charge for each additional subscription will be levied.

19.7 The channel feeds of analog and digital are subject to change at the discretion of the concerned authorities.

19.8 Redlinkx connections are not allowed to be sublet, and are to be used for a single premises only. In case of use across multiple premises, action will be taken accordingly.



19.9 Connectivity provision will be assured only up to our equipment (ONT).

19.10 The services for connectivity and support will not encompass Voice Over IP (VOIP), International VPN, Public IP Pools, or any other services that fall outside the realm of consumer-grade services.