

USER AGREEMENT

1. **Foreword**

- 1.1 Thank you for choosing realme! This user agreement (referred in these terms as the **User Agreement**) is applicable to matters concerning you and RealMeChongqing Mobile Telecommunication Corp Ltd. (registered address: No.2 Building, No.24 Nishang Boulevard, Huixing Block, Yubei District, Chongqing; registered number: 91500112MA6016FM5C; email address: [HelloCEO@realme.com]), and its associated company, realme Mobile Telecommunications (Shenzhen) Co., Ltd, (together referred to in this User Agreement as **realme** or **us / we / our**) relating to your use of www.realme.com and any other microsities falling within this website domain (referred to in this User Agreement as the **Website**).
- 1.2 Before you use the Website, please make sure that you have read this User Agreement, our Privacy Policy, Terms of Sale (if applicable) and any additional terms and conditions and policies referenced in this User Agreement and/or available by hyperlink (altogether referred to in these terms as the **Terms**) carefully. You should ensure that you fully understand the contents of the Terms before accessing the Website, especially any terms governing our liability to you and how that liability may be limited. Please ensure that you read the Terms of Sale before purchasing any products on the Website.
- 1.3 The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect this User Agreement.
- 1.4 By accessing or using any part of the Website, you agree to be bound by this User Agreement. The User Agreement applies to all users of the Website, including, without limitation, users who are browsers, supporters and/or contributors of the Website content. If you do not agree with the terms of this User Agreement, please do not access the Website.

2. **User Representations and Actions**

- 2.1 You may be required to register an account on the Website when you purchase any product or service on the Website. If you have registered for an account on the website of OPPO Mobile Telecommunications Corp., Ltd, you can use these registration details to access your user account on the Website. You must make sure that all information that you submit during registration (including, but not limited to, information about your identity, mobile number, address, and email) is correct and is your own information. You will be responsible for promptly updating your registration information if there is a change in any detail after you have registered your account.
- 2.2 You should keep your account details safe and change the passcode regularly, and you agree to follow all steps instructed of the Official Website if you lose your account passcode or discover unauthorised use of your account by third parties.
- 2.3 You must not:
- (A) copy, reproduce, republish, change, reverse engineer, disassemble, decompile, dismantle, attempt to export the source code, decode, download, post, broadcast, transmit, make available to the public, adapt, alter or create a derivative work or engage in any other act that analyses or replicates the source code, structure and /or concept of the Website;

- (B) copy, redistribute or sub-license any of the Website's content;
- (C) publish, convey or transmit any content or information that may be illegal, offensive or infringe a third party's rights. Such content may include pornography, violent content, threatening content, defamatory content and / or any content that violates any applicable laws and regulations in effect in the country in which you are based and / or we are based. You must, in particular, ensure that any cybbername or character name that you create complies with these requirements. You must also not use the Website to publish, convey or transmit any advertising information, marketing information or spam messages;
- (D) use the Website to infringe on others' legal rights or interests, such as intellectual property rights, privacy, reputation, and rights of portrait (if applicable);
- (E) use the Website to publish incorrect information with malicious intent or suppress the truth to misguide or deceive others;
- (F) commit any act that may compromise the security of the Website, including but not limited to: use of unauthorised data or entry to unauthorised servers/accounts; entry to public computer networks or another person's computer system without authorisation, and/or delete, modify or add to the information stored within; attempt to check, scan or test the vulnerability of the Website, or other acts that may put the Website's security at risk; attempt to interfere with, or damage the normal operation of, the Website, or engage in intentional dissemination of malicious software or viruses and / or other acts that may damage and disrupt normal network information services; or forgery of TCP/IP data packet names or parts of names;
- (G) engage in any activity that may compromise the fairness of the services provided by realme, or otherwise affect the normal operating procedures of the Website, such as acts to proactively or passively cheat on scores, use of unauthorised third-party plug-ins or other illegal software, exploitation of software bugs (also termed loopholes or defects) to obtain unjustifiable gains, or publicise the above-mentioned unauthorised third-party plug-ins, illegal software or bugs online or by any other means;
- (H) engage in any commercial activity such as the issuance of advertisements or sale of goods or any illegal activities that may harm realme's interests, such as the vending of Kecoin, game currency, unauthorised third-party plug-ins and tools; and/or
- (I) engage in other activities that are prohibited by the governing laws and regulations in effect in the country in which you are based and in China, and in violation of public order, good customs and social morality; as well as those actions infringing on the legitimate rights and interests of any other individuals, companies, social groups or organisations.

2.4 Where you have purchased goods or services from us or you have provided your consent to be contacted for marketing, you agree that we may send you advertisements, promotion or publicity information (including commercial and non-commercial messages) ourselves, or via third party advertising or marketing companies. You have the right to withdraw consent to these marketing messages by sending your rejection subscription request via orders.eu@mail.realme.com .

3. **Privacy**

- 3.1 realme respects and is committed to protecting your privacy and complies with its obligations under applicable data protection legislation.
- 3.2 You acknowledge that realme will collect and process personal data about you as part of your visit to the Website or when you use realme's online services. Please see realme's [Privacy Policy] for more information.
- 3.3 The Website may contain hypertext links to other websites that may be of interest to you. Please note that realme does not have any control over the content or privacy practices of these sites. realme recommends that you review the privacy policies of these websites before providing any personal information.

4. **Linked Websites**

- 4.1 The Website may contain hypertext links to websites or pages created and maintained by third parties which are not affiliated to realme, or which have not been authorised by realme. Activating such hypertext links may cause you to leave the Website. Such addresses or hypertext links are provided solely for your convenience and information. We do not control or review any of these websites and pages linked with or connected to the Website and, accordingly, we do not accept any liability for their content, the offered products, services or offers, or any consequences of their use. Accessing these websites or pages shall be at your own risk.
- 4.2 You must not link the Website to any other website in such a way as to make it possible for a user to bypass the page containing this User Agreement.

5. **User-generated Content**

- 5.1 The Website may include information and materials uploaded by other users of the Website, including to bulletin boards, chat rooms and other community forums. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent our views or values and realme shall not be liable to you or any other third party for any damage, loss or distress suffered by you or a third party in relation to the user-generated content.
- 5.2 Please contact us via service.eu@realme.com should you have any complaints about the user-generated content on the Website.
- 5.3 You are solely responsible for your any user content you upload to the Website and all consequences related to it.
- 5.4 By uploading content to the Website, you confirm to realme that the uploaded content will not infringe the intellectual property rights, privacy, reputation, and rights of portrait (if applicable) of any third party, and you may be required to compensate realme for any loss caused to realme as a result of your breach of this clause.
- 5.5 If you find that your intellectual property right is infringed by a third party on the realme platform, you can file a complaint at [HelloCEO@realme.com](mailto>HelloCEO@realme.com).

6. **Intellectual Property Rights (IPR)**

- 6.1 All copyright, trade marks, design rights, and other intellectual property rights (registered and unregistered) on the Website and all content (including all text, images, sound, software and other material) located on the Website (referred to in this User Agreement as the **Website Content**) shall remain vested in realme and/or its licensors.
- 6.2 We grant you a non-exclusive, revocable, non-transferable right to use the Website for your own personal and non-commercial use. Any other use of Website Content requires our prior written permission.
- 6.3 The names, images and logos identifying realme or third parties and their products and services are subject to copyright, design rights and/or trademarks owned by realme and/or third parties. Unless otherwise specified, nothing contained in this User Agreement shall be construed as conferring any licence or right to use any trademark, design right or copyright of realme or any other third party.
- 6.4 By publishing or uploading information or content using the Website, you confirm that you are the copyright holder or have been legally authorised to do so, and that the information or content does not infringe the rights of any third party. In the event that a third party raises objections to any information or content that you upload we may delete the related information or content according to the particular circumstances. We also reserve the right to take appropriate legal action against you, and you will be held fully liable for any resulting loss or damage suffered by realme.
- 6.5 If you find that your intellectual property right is infringed by a third party on the Website, you can file a complaint at [HelloCEO@realme.com].

7. **Security and Virus Protection**

- 7.1 Although care is taken to check and test material at all stages of production, we cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using the Website or material derived from it. You assume full responsibility for the protection of your computer system including computer hardware, software and stored data on your computer system and hardware, software and stored data of third parties who may access, or be otherwise connected to, your computer system.

8. **Limitation of Liability**

- 8.1 We take reasonable steps to present up-to-date, accurate and relevant information on the Website. No specified update or refresh date applied on the Website or on any related website, should be taken to indicate that all information on the Website or on any related website has been modified or updated.
- 8.2 However, we provide the Website on an 'as is' basis and the information on the Website should not be relied upon for any specific purpose and we make no representations or warranties as to the authenticity, accuracy, completeness, relevance and integrity of any information that you obtain via the Website, including any third party information, content or advertisements (referred to in this User Agreement as **Information**).

- 8.3 We accept no liability for any loss, damage or inconvenience caused as a result of reliance on such Information or any access to or use of the Website including, without limitation, any loss of profit or indirect incidental or consequential loss.
- 8.4 We will not be responsible for any losses (including, but not limited to, losses in property, revenue, data files and other forms of intangible losses) that you may suffer under the following circumstances:
- (A) malfunction and inability to operate the Website normally;
 - (B) discontinuation or delay of services provided on Website that is caused by computer viruses, Trojan, other malicious programs, hacker attacks; technical adjustments or malfunction of the telecommunication department and internet operating companies; system maintenance; or for any other reasons;
 - (C) discontinuation, termination or delay of services provided on the Website or the Website itself for reasons such as changes in laws and regulations, orders and rulings of judicial, administrative and other authorities (although we will endeavour to give you reasonable notice of any suspension, termination or withdrawal); and/or
 - (D) losses caused by the use of the Website in violation of this User Agreement or your improper operation thereof.
- 8.5 To the extent permitted by law, all warranties of any kind, either express or implied, are hereby expressly excluded, including, but not limited to, any warranties as to ownership or quality of material, or fitness for a particular purpose. You shall be responsible for verifying the content contained on the Website prior to using and adopting the necessary precautions to prevent risks.
- 8.6 This User Agreement does not in any way limit realme's liability for death or personal injury caused by realme's negligence, fraud or fraudulent misrepresentation or for any other matters for which it would be illegal for realme to exclude, or attempt to exclude, its liability.
- 8.7 In the event that realme incurs any liability in connection with this User Agreement or the operation of the Website and such liability is not otherwise limited or excluded by the terms of this User Agreement, our liability will be limited to £100.00.
- 8.8 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you – please see the Terms of Sale for more information on these.

9. **Indemnification**

- 9.1 You agree to indemnify, defend and hold realme, its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees), arising out of any non-compliance by you with this User Agreement or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

10. **Updates to this User Agreement**

- 10.1 We have the right to modify the terms of this User Agreement and/or related agreements when necessary. Unless we tell you otherwise, the new version of the User Agreement will take effect immediately and will apply to your use of the Website going forward.
- 10.2 You should check the terms of this User Agreement each time you use the Website in order to ensure you understand the terms that apply at that time.

11. **Severability**

- 11.1 In the event that any provision of this User Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this User Agreement (such determination shall not affect the validity and enforceability of any other remaining provisions).

12. **Termination**

- 12.1 This User Agreement is effective unless and until terminated by us. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this User Agreement.
- 12.2 If in our sole judgment you fail, and/or we suspect that you have failed, to comply with any term or provision of this User Agreement, we may terminate this User Agreement at any time without notice and we may deny you access to the Website and/or any products or services made available on the Website. The above does not affect our right to claim indemnities where we are entitled to do so because of your failure to comply with the terms of the User Agreement.

13. **Entire Agreement**

- 13.1 This User Agreement and any policies or operating rules posted by us on the Website constitute the entire agreement and understanding between you and us and govern your use of the Website, any Website Content and/or Services, superseding and extinguishing any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the User Agreement).

14. **No Waiver**

- 14.1 Our failure to exercise or enforce any right or provision of this User Agreement shall not constitute a waiver of such right or provision.

15. **Applicable Law and Dispute Resolution**

- 15.1 The drafting, interpretation, performance, dispute resolution or other matters of this User Agreement shall be governed by the laws in the jurisdiction where you are resident.
- 15.2 You and we both agree that we will try to resolve any dispute arising from this User Agreement through amicable negotiations. In the event that the dispute cannot be

resolved within 90 days from the date when the dispute arose, either party shall have the right to submit the dispute to the court's in the jurisdiction where you are resident.

16. **Contact us**

16.1 We try to use clear and understandable language in all of our documents and correspondence, however if anything within this User Agreement is unclear, then please contact us via service.eu@realme.com .

Last update: May 13th 2019