



OnePlus Extended Warranty by Servify (Extended Warranty Service Contract)

1. The Plan

This contract (the "Plan") governs the services provided by OnePlus under the above plans and includes the terms in this document, your Plan Confirmation ("Plan Confirmation"), and the original sales receipt for your Plan. Your Plan Confirmation will be provided to you at the time of purchase. If you purchased your Plan from OnePlus site, you may obtain a copy of your Plan Confirmation by from the confirmation email you receive. If you purchased your Plan from OnePlus Care mobile application ("OnePlus Care App"), you may obtain a copy of your Plan Confirmation within the App, under "Devices" section.

Benefits under this Plan are additional to your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support.

The Plan covers only the OnePlus-branded Phone as listed on your Plan Confirmation ("Covered Device") and no accessories contained inside the original packaging of your Covered Device.

Coverage begins when you purchase the Plan and continues through, unless cancelled, the date specified in your Plan Confirmation (the "Plan Term").

You can find the price of the Plan on the original sales receipt.

2. What is Covered?

2.1 Services for Extended Warranty

If, during the Plan Term, you submit a valid extended warranty claim by notifying Servify via the OnePlus Care App or OnePlus Web Portal (<https://oneplus.servify.in>) that the Covered Device has failed due to a non-accidental damage or related to a manufacturing defect not resulting from an unexpected and intentional or unintentional external event (such as, drops and damage caused by liquid contact), Servify will, either (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability. **Exclusions apply as described below. Further, services for EW expire and all of Servify's and OnePlus's obligations to you under this section are fulfilled in their entirety once Servify has provided to you one (1) Service Event within 12 consecutive months.**

All replacement products provided under this Plan will at a minimum be functionally equivalent to the original product. If OnePlus or Servify exchanges the Covered Device,



the original product becomes Servify's property and the replacement product is your property, with coverage effective for the replacement product for the remainder of the Plan Term.

2.2 Claim Support

During the Plan Term, Servify will provide you with access to app based and web-based claim support for Covered Device ("Claim Support"). Your Claim Support starts on the date you purchase the Plan for the Covered Device. Claim support may include assistance with claim registration, determining when hardware service is required or ADH coverage may be applicable.

The Claim Support is limited to the following: (i) the Covered Device, (ii) the unrooted Operating System ("OS") and OnePlus approved software applications that are designed to operate with the Covered Device ("Consumer Software"). **Exclusions apply as described below.**

3. What is not Covered?

3.1 Repair Services

Servify or OnePlus may restrict Repair Services to the country where the Covered Device was originally purchased.

Servify will not provide Hardware Services in the following circumstances:

- (a) All damages intentional or unintentional where the Covered Device is physically damaged or liquid logged
- (b) to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Device;
- (c) to conduct preventative maintenance;
- (d) to replace Covered Device that is lost or stolen;
- (e) to repair failures caused by reckless, abusive, wilful or intentional conduct, or any use of the Covered Device in a manner not normal or intended by Servify or OnePlus;
- (f) services to install, remove or dispose of the Covered Device or the equipment provided to you while the Covered Device is being serviced;
- (g) to repair failures caused by a product that is not Covered Device;



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- (h) to repair any failures to Covered Device (regardless of the cause) if the Covered Device has been opened, serviced, modified, or altered by anyone other than OnePlus or an authorized representative of OnePlus;
 - (i) to repair pre-existing conditions of the Covered Device if you purchased the Plan after you purchased the Covered Device;
 - (j) to repair any malfunctions to Covered Device with a serial number that has been altered, defaced or removed; or
 - (k) to repair failures caused by fire, earthquake or other external causes.

Installation of third party parts may affect your coverage. As a condition of receiving EW Services, all Covered Device must be returned to Servify in its entirety including all original parts. The restriction does not prejudice your consumer law rights.

3.2 Technical Support

Servify will not provide Technical Support in the following circumstances:

- (a) For all physical damages or liquid damages;
- (b) For use of the OS and Consumer Software;
- (c) For issues that could be resolved by upgrading software to the then-current version;
- (d) For third-party products or their effects on or interactions with the Covered Device;
- (e) For your use of a computer or OS that is not related to Consumer Software or to connectivity issues with the Covered Device;
- (f) For any software installed in the Covered Device other than the Consumer Software;
- (g) For failures to, or loss of any software or data that was residing or recorded on the Covered Device (Note: The Plan does not cover the recovery or reinstallation of software programs and user data) or
- (h) For any repairs not covered under the Manufacturer's Original Warranty

4. How to Obtain Service and Support?

You may obtain service or Claim Support by accessing the OnePlus Care App and Consumer Web Portal (<https://oneplus.servify.in>) or by writing to Servify at the Support Email IDs provided below in Section 12. You must provide the Registered Mobile Number or Covered Device serial number. You must also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Device and your Plan.



5. Service Options

Servify will provide hardware services to you through the **Mail-in service** or Walk-in service option. Direct mail-in service is available for most Covered Devices. If Servify determines that your Covered Device is eligible for mail-in service, Servify will send you prepaid waybills (and, if needed, packaging material). You must ship the Covered Device to a site (Servify Service Location) in accordance with Servify's instructions. Once service is complete, the Servify's approved repair location will return the Covered Device to you. Servify will pay for shipping to and from your location if you follow all instructions. If you choose to opt for **Walk-in service**, Servify will direct you to the nearest authorised Walk-in service center ("Servify Walk-in Service Center" or "SWSC") where you can book an appointment and carry the Covered Device for repairs. The SWSCs will repair the eligible Covered Devices and return the same to you mostly within one day. If there is a delay the SWSC will explain you the number of days it requires for repair and return of your Covered Device.

Servify may change the method by which Servify provides repair or replacement service to you, and your Covered Device's eligibility to receive a particular method of service.

Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary. If service is not available for the Covered Device in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service in a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Servify may repair or exchange products and parts with comparable products and parts that comply with local standards.

6. Your Responsibilities

To receive service or support under the Plan, you agree to (i) provide your copy of your Plan's original proof of purchase, (ii) provide information about the symptoms and causes of the issues with the Covered Device, (iii) respond to requests for information needed to diagnose or service the Covered Device, (iv) follow instructions Servify gives you, (v) update software to currently published releases prior to seeking service if available, and (vi) back up software and data residing on the Covered Device.

DURING REPAIR SERVICE, SERVIFY OR ITS REPAIR LOCATIONS MAY DELETE THE CONTENTS OF THE COVERED DEVICE AND REFORMAT THE STORAGE MEDIA. Servify will return your Covered Device or provide a replacement as the Covered Device was originally configured, subject to applicable updates. Servify may install OS updates as part of hardware service that will prevent the Covered Device from reverting to an earlier



version of the OS. Third party applications installed on the Covered Device may not be compatible or work with the Covered Device as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVIFY AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED DEVICE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM SERVIFY'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SERVIFY AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. SERVIFY SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE COVERED DEVICE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, SERVIFY'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED DEVICE OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Cancellation

8.1 Common Cancellation Terms

You may cancel this Plan at any time for any reason subject to you not availing any claim or benefits under this Plan. If you decide to cancel this Plan, you may do so within OnePlus Care App. You must attach a copy of the Plan's original proof of purchase with your notice. Unless local law provides otherwise, cancellation refunds will be provided as follows:

- (a) If you cancel within thirty (30) days of your Plan's purchase, or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any benefits provided to you under the Plan.



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- (b) If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price. The pro rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less (a) a cancellation fee of twenty-five (\$25) dollars or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any benefits provided to you under the Plan.

Unless applicable local law provides otherwise, Servify may cancel this Plan for fraud or material misrepresentation, or if service parts for the Covered Device are not available, upon thirty (30) days prior written notice. If local law permits and Servify cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

8.2 Effect of Cancellation

Upon the effective date of your early cancellation, Servify's future obligations under this Plan to you are fully extinguished.

9. Transfer of Plan

You may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Servify of the transfer by e-mailing notice of transfer at Support Email IDs (Section 12 mentioned below), ATTN: Plan Administration, and obtaining a confirmation of the transfer from Servify after the other party accepts the terms of this service contract. Additionally, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the cancellation provisions applicable as described in Section 8.2. When notifying Servify of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Device, and the name, address, telephone number and email address of the new owner.

10. General Terms

- (a) Servify may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- (b) Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside Servify's reasonable control.
- (c) You are not required to perform preventative maintenance on the Covered Device to receive service under the Plan.



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- (d) This Plan is offered and valid only in the fifty states of the United States of America and the District of Columbia and all provinces and territories of Canada. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all states of the United States and in all provinces and territories of Canada, and is not available where prohibited by law.
- (e) In carrying out its obligations Servify may, solely for the purposes of monitoring the quality of Servify's response, record part or all of the calls between you and Servify.
- (f) You agree that any information or data disclosed to Servify under this Plan is not confidential or proprietary to you. Furthermore, you agree that Servify may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with Servify's Privacy Policy listed at <https://servify.in/privacy/>.
- (g) Servify will protect your information in accordance with Servify's Privacy Policy available at <https://servify.in/privacy/>. If you wish to have access to the information that Servify holds concerning you or if you want to make changes, access <https://oneplus.servify.in> to update your personal contact preferences or you may contact Servify at <https://servify.in/contact/>.
- (h) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Servify's entire understanding with respect to the Plan.
- (i) Servify is not obligated to renew this Plan. If Servify does offer to renew this Plan, Servify will determine the price and terms.
- (j) There is no informal dispute settlement process available under this Plan.
- (k) For Plans sold in the United States and Canada, "Servify" is Servify Inc., a Delaware corporation with its registered office at 1546 NW 56th Street Seattle, WA 98107, and doing business in the state of Washington DC. Plans sold in the United States are backed by the full faith and credit of the provider AmTrust North America Inc. and its affiliates (collectively "**AmTrust**"). AmTrust is also the legal and financial obligor.
- (l) The Broker is Marsh Inc. ("**Marsh**"), with its registered office at 1166, Avenue of the Americas, New York, NY 10011. Servify Inc. is responsible for the collection of the purchase price for the Plan but Marsh is responsible for the administration of claims under the Plan.
- (m) Except where prohibited by law, the laws of the State of Washington DC govern Plans purchased in the United States. The laws of the province of Ontario govern Plans purchased in Canada except where prohibited by law. If these terms are inconsistent
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with the laws of any jurisdiction where you purchase this Plan, including the laws of Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin and Wyoming, then the laws of that jurisdiction will control.

(n) Support services under this Plan may be available in English only.

11. Country, Province and State Variations

The specific provisions related to each country, province or state variations will control if inconsistent with any other provisions of this Plan.

12. Support Details:

United States: us_claims@servify.in

Canada: canada_claims@servify.in

