



Service Contract Terms & Conditions

BE SURE TO REGISTER YOUR SERVICE CONTRACT!

Failure to do so may result in significant service delays when You have a Claim.

Definitions

Throughout this service contract, the following capitalized words have the stated meaning

- **"We", "Us", "Our", "Obligor", "Provider"**: the party or parties obligated to provide service under this Plan as the service contract provider.
- **"You", "Your"**: the original individual consumer that purchased this Service Contract who is to receive the coverage provided hereunder.
- **"Administrator", "Servify"**: the party authorized by Us who is responsible for administering benefits to You in accordance with the terms and conditions of this Service Contract, Servify (Canada), Inc. 600 - 925 WEST GEORGIA STREET VANCOUVER BC V6C 3L2 CANADA; 24/7 Phone # 1-833-313-3331.
- **"Service Contract", "Contract"** this service contract terms and conditions document, which along with the Plan Confirmation makes up Your entire agreement. Benefits under this Service Contract are additional to your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support.
- **"Plan"**: the specific "Coverage Plan Option" under this Service Contract that You have selected and purchased, as indicated on Your Plan Confirmation.
- **"Plan Confirmation"**: the receipt document (email or electronic) provided to You at time of purchase as proof of Your Service Contract purchase that confirms the coverage Plan selected by You, the coverage Term, any applicable Deductible, and the purchase date of this Service Contract. If you purchased Your Service Contract from the OnePlus website, you may obtain a copy of your Plan Confirmation from the confirmation email you receive. If you purchased your Service Contract from the OnePlus Care App, you may obtain a copy of your Plan Confirmation within the App, under the "Devices" section.
- **"Device Purchase Receipt"**: the receipt document (email or electronic) provided to You when you purchased your Device, which confirms your Device purchase price and Device purchase date.
- **"Deductible"**: the amount You are required to pay, per Claim, prior to receiving covered services under this Plan (if any), as indicated on Your Plan Confirmation.
- **"Term"**: the period of time in which the provisions of this Plan are valid, as indicated on Your Plan Confirmation.
- **"Covered Device", "Device"**: the eligible OnePlus-branded phone that is covered under this Service Contract, not including accessories for which You have purchased the Contract from Us.



- **"Failure"**: the mechanical or electrical breakdown of Your Covered Product that results in it no longer being able to function as originally designed and intended; which is caused by defects in the manufacturer's materials or workmanship occurring during normal use of the Product, and NOT due to normal wear and tear or accidental damage from handling.
- **"ADH"**: refers to accidental damage from handling; meaning, damage directly resulting from unintentionally dropping the Covered Product (such as a cracked screen) or spilling liquid onto it. ADH IS NOT COVERED UNLESS AN "ADH" NOTATION IS SHOWN ON YOUR PLAN CONFIRMATION.
- **"Power Surge"**: damages to a Covered Device resulting from an oversupply of voltage while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Covered Device to a power source.

2. What is Covered

This Contract provides for the labor and/or parts necessary to repair Your Covered Device when You have a covered claim. At Our sole discretion, You may be provided a replacement for Your original Covered Device in lieu of repair. See the About Repairs, and About Replacements bullets below for full details.

- **About Repairs** - Parts used for repairs may be new, used, refurbished or parts that perform to the factory specifications of Your original Covered Device.
- **About Replacements** - Reasonable efforts will be made in order to replace Your original Covered Device with a same match; however, We reserve the right to replace the original Covered Device with one of equal or similar features and functionality, but We do not guarantee such replacement will be the same color, or model as Your original Covered Device. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Device, and this Agreement does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole items that We provide replacement for will automatically become Our property.

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

The Device 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. Deductible



You are required to pay the Deductible amount indicated on Your Plan Confirmation, per covered claim, prior to receiving eligible service under this Contract (if any).

4. Coverage Plan Options

Coverage under this Service Contract provides for the following, as applicable to Your Plan purchase:

- **OnePlus Secure Plan – This Plan is only available for purchase within 365 days of Your Device purchase date, as shown on Your Device Purchase Receipt or first activation of Your Device.**

SECURE PLAN TERM - Coverage for damages to Your Device resulting from Power Surge, as defined, begins on Your Contract purchase date. Coverage for a defined Failure becomes effective once the manufacturer's warranty has expired. Upon expiration of the manufacturer's warranty, coverage for a defined Failure becomes effective and continues for the Term shown on Your Plan Confirmation.

SECURE PLAN REPAIRS LIMIT – unlimited number of covered claims until the accumulated amount that We have paid equals the original purchase price of the Covered Device, as shown on your Device Purchase Receipt. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end; regardless of any remaining time under the current Contract Term.

SECURE PLAN REPLACEMENT LIMIT – maximum of one (1) replacement (provided at Our sole discretion). Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end; regardless of any remaining time under the current Contract Term.

- **OnePlus Protect Plan – This Plan is only available for purchase within 30 days of Your Device purchase date, as shown on Your Device Purchase Receipt or first activation of Your Device.**

ONEPLUS PROTECT PLAN TERM - Coverage for damages to Your Device begins on Your Contract purchase date and continues for the Term shown on Your Plan Confirmation.

ADH CLAIM LIMIT – maximum of one (1) ADH repair claim during the Term of Your Contract. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end; regardless of any remaining time under the current Contract Term.

REPAIRS LIMIT – unlimited number of covered claims until the total accumulated amount that We have paid (including ADH) equals the original purchase price of the Covered Device, as shown on your Device Purchase Receipt. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end; regardless of any remaining time under the current Contract Term.



- **OnePlus Protect Plus – This Plan is only available for purchase within 30 days of Your Device purchase date, as shown on Your Device Purchase Receipt or first activation of Your Device.**

ONEPLUS PROTECT PLAN TERM - Coverage for damages to Your Device begins on Your Contract purchase date and continues for the Term shown on Your Plan Confirmation.

ADH CLAIM LIMIT – maximum of two (2) ADH repair claims during the Term of Your Contract. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end; regardless of any remaining time under the current Contract Term.

REPAIRS LIMIT – unlimited number of covered claims until the total accumulated amount that We have paid (including ADH) equals the original purchase price of the Covered Device, as shown on your Device Purchase Receipt. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end; regardless of any remaining time under the current Contract Term.

5. How to Register the Plan

IMPORTANT: Be sure to register Your Service Contract to maximize Your benefits. You are advised to register Your plan by following the simple two-step process:

- Email us at can_support@servify.tech with your purchase proof your OnePlus Device, along with the IMEI number of the Device.
- Attach the copy of the Plan Purchase

Failure to do so may result in significant service delays when You have a Claim. Be sure to keep this Service Contract, the original Device Purchase Receipt, and the Plan Confirmation together, as they will come in handy when You have a Claim! These items make up Your Complete Service Contract.

6. How to File a Claim

IMPORTANT: The submission of a claim does not automatically mean that the damage to or breakdown of the Device is Covered under Your Plan and this Contract. In order for a claim to be considered, You have to contact the Administrator first for claim approval and authorization number.

You may obtain service or claim support by accessing the OnePlus Care App, using the Consumer Web Portal (<https://oneplus.servify.tech>), by emailing Servify at can_support@servify.tech, or by calling (toll- free) 1-833-313-3331.

Explain the problem Your Device is experiencing and provide the Administrator any additional information/documentation in order to validate Your claim. For faster claim handling, please have the mobile phone number used during the registration process, or



your Covered Device serial number readily available. You must also, upon request, present your Plan Confirmation, and the Device Purchase Receipt.

After confirmation of claim eligibility under Your Plan and this Contract, the Administrator will issue a claim reference number to You along with additional information regarding how Your Product will be further serviced (refer to the “Location of Service” section below for further details).

- Authorization for payment of any required Deductible will be collected by the Administrator at this time. (Your applicable Deductible amount is shown on Your Plan Confirmation.)

The following Deductible apply to each ADH claim:

Screen Only Damage:	CAN\$59
Screen and Other Damages:	CAN\$109

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

DURING HARDWARE SERVICE, SERVIFY OR ITS REPAIR LOCATION 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. Location of Service

Servify will provide hardware services to you through the Mail-in service option.

- 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 Service Location will return the Covered Device to you.
- Servify will pay for shipping to and from your location in case of Mail-in service

8. What is not Covered (Exclusions)

AS RELATED AND APPLICABLE TO THE COVERED DEVICE(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:



- A pre-existing condition known to You (“pre-existing condition” refers to a condition that within all reasonable probability, relates to the functional fitness of the Covered Device screen before this Contract was purchased);
- Any claim for service to or replacement of the Covered Device that has not been prior authorized by the Administrator;
- Servicing of the Covered Device in association with a non-covered claim, and shipping or delivery charges associated with the initial purchase of the Covered Device;
- Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
- Abuse (meaning, the intentional treatment of the Covered Device in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Device;
- Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Device;
- Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items;
- Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Device; including, but not limited to batteries;
- Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- Routine, periodic or preventative maintenance;
- Lack of providing manufacturer’s recommended maintenance or operation/storage of the Covered Device in conditions outside manufacturer specifications, or use of the Covered Device in such a manner as would be voidable coverage under the manufacturer’s warranty, or use of the Device in a manner inconsistent with its design or manufacturer specifications;
- Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Device performed by anyone other than a service centre/technician authorized by the Administrator or the manufacturer;



- Any kind of manufacturer recall or rework order on the Covered Device, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs; or
- Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the Covered Device that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections (when such do not impair the overall functionality of the Covered Product);
- Service or replacement outside of the territories of Canada.

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED DEVICE FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

9. Your Responsibilities

PRODUCT PROTECTION: If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Device, You should make every effort to utilize these product accessories for protection against damage to Your Device. If You suspect damage or breakdown of Your Device, You should promptly take reasonable precautions in order to protect against further damage. ANY CLAIM DETERMINED TO BE AS A RESULT OF NEGLIGENCE, NEGLIGENCE, MISUSE OR ABUSE (AS DEFINED) OF OR TO THE COVERED PRODUCT WILL NOT BE COVERED UNDER THIS CONTRACT.

MAINTENANCE AND INSPECTIONS: If specified in the Device manufacturer's warranty and/or owner's manual, You must perform all of the care, maintenance and inspections for the Device as indicated. You may be required to provide proof of fulfilment of such maintenance, care and/or inspection services at time of claim. ANY CLAIM RESULTING FROM THE LACK OF COMPLIANCE WITH THE PRODUCT MANUFACTURER'S WARRANTY AND/OR OWNER'S MANUAL WILL NOT BE COVERED UNDER THIS CONTRACT.

10. 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.

11. Cancellation

You may cancel Your Contract at any time for any reason, including if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed. If you decide to cancel this Plan, you may do so within OnePlus Care App, or by contacting the Administrator. The Cancellation provisions apply to the original purchaser of this Service Contract only.

If You cancel this Contract:

A. Within thirty (30) days of Your purchase or receipt of this Contract, whichever occurs later, You will receive a one-hundred percent (100%) refund of the full Contract purchase price paid by You, minus any claims paid by Us. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

B. After thirty (30) days from Your purchase or receipt of this Contract, whichever occurs later, 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 (C\$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

We may only cancel this Contract for:

- non-payment of the Contract purchase price by You;
- material misrepresentation by You; or
- substantial breach of duties under this Contract by You in relation to the Covered Device or its use.

If We cancel this Contract, We will provide written notice to You at least fifteen (15) days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.



12. Transferability

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. Transferability is determined at Our sole discretion and may not be available.

13. Renewability

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.

14. Guaranty

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Device covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a Claim against the insurer, you can write to us at can_support@servify.tech and we will expedite the Claim settlement.

15. General Terms

- 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.
- Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside Servify's reasonable control.
- This Service Contract is valid and eligible for purchase in all Canadian provinces/territories only.
- 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.
- 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 servify.tech/privacy/.
- Servify will protect your information in accordance with Servify's Privacy Policy available at servify.tech/privacy/. If you wish to have access to the information that Servify holds concerning you or if you want to make changes, access oneplus.servify.tech to update your personal contact preferences or you may contact Servify on can_support@servify.tech.
- This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Plan Confirmation constitute the entire agreement between Us and



You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

- There is no informal dispute settlement process available under this Service Contract.

16. Country and Province Variations

One or more of the terms that appear below may apply to the Plan. The terms below may vary from one or more of the terms that appear above this section. Product availability may vary by jurisdiction. The following country or province variations will control if inconsistent with any other provisions of this Plan:

In Canada, the cancellation fee described under Cancellation section is twenty-five (C\$25) Canadian dollars or ten percent (10%) of the pro-rata amount, whichever is less.

Quebec Residents

The laws of the Province of Quebec will govern this Plan and any disputes arising under it. The section "Limitation of Liability" is not applicable to residents of Quebec.