

# OnePlus Screen Protect Plan for OnePlus 7/ OnePlus 7 Pro Device

## (Screen Damage Protection Plan)

### 1. The Plan

This accidental screen damage protection governs the registration and support process for screen (also referred to as display, touch screen, touch panel) damages to OnePlus 7/ OnePlus 7 Pro Device sold by Mobitech Creations Private Limited (“OnePlus”) through its official sales channels in India & in its original packaging. This plan is not valid for any products that are either refurbished or purchased by a customer post a return from the first customer, even in unboxed condition

### 2. Plan Term

Benefits under the Plan begins when you (“Customer”, who is the User of the Device) registers the Device for the Plan and ends on completion of Twelve months from date of purchase of the Device (“Plan Term”)

### 3. Plan Eligibility

3.1. This Plan can be purchased only within 30 calendar days of the original purchase of the Device, and subject to the Device being in its perfect working condition.

3.2. The Registration Process has to be completed within 30 calendar days of purchase of the Device. To register for the Plan and obtain your Plan Confirmation, download OnePlus Care Mobile Application (“OnePlus Care App”) from Google Play Store and register your Device for the Plan you need to complete the Registration Process (as described in Point 6 below).

3.3. The terms of this Plan, the original sales receipt of your Device, the proof of your identity provided at the time of raising a Screen Damage Repair Request, the indemnification you provide about the working condition of the Registered Device before the purchase of the Plan and the Plan Confirmation are each part of the Plan

3.4. The benefit of accidental screen damage protection provided by the Plan is additional to the benefits provided by the manufacturer’s warranty

### 4. Coverage Details

#### 4.1. “Registered” Device

The OnePlus Device that was successfully registered under the Plan by following the registration process within 30 calendar days from the original purchase of the Device is termed as “Registered Device”

#### 4.2. Customer

The purchaser of the Registered Device whose name is mentioned on the purchase Invoice of the Device is the Customer. The purchaser’s spouse, children and parents can be the users of the Registered Device. If the purchaser is a company, Customer shall mean any representative/employee of the company authorized to use the Registered Device

#### 4.3. Benefits Value

Maximum Benefits Value is equivalent to one-time cost incurred for screen replacement, during the Plan term. Only one Screen Damage Repair Request per Device is allowed during the Plan term of 12 Months. Any other repairs during the Plan Term or all subsequent repair requests shall be considered as paid repairs only, and the Customer is liable to make payments for such repair requests if undertaken through Servify. There is a Processing Fee of Rs. 750/- charged during a claim

repair event for OnePlus 7 Device (all variants). In case of OnePlus 7 Pro, the Beneficiary has to pay a Processing Fee of Rs. 1000/- in case of repair during any repair event under the Plan.

#### 4.4. Scope of Service under the Plan

Provided the Registered Device is handed over to Servify or its authorized channels in its entirety during the Screen Damage Repair Request Process & that you have submitted the documents as desired under the Plan and have purchased the Registered Device from Brand Authorised Sales Channels in India, the following conditions would be considered under the Plan.

##### Inclusions

If the Registered Device:

- a) Suffers accidental physical screen damage like broken, cracked or shattered screen
- b) Suffers physical screen damage due to:
  - Acts of god perils, fire, lightening and explosion

##### Exclusions

The Plan will not cover:

- a) If the Plan has been registered post 30 days from the purchase of the Device
- b) Any Damage reported within 7 days of registration of the Plan
- c) Any loss or damage to the Registered Device:
  - due to fluid accidentally entered the internal circuitry, resulting into stoppage of the Registered Device & resulting into the screen damage
  - due to Intentional act or wilful neglect
  - arising before or after Plan term
  - under mysterious circumstances including lost or stolen
  - due to hire or loan of the Registered Device to a third party or if ownership is transferred
  - due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack
  - caused by incorrect storage, poor care and maintenance, careless use, gross negligence, incorrect installation and incorrect set-up
  - due to serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer
  - due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
- d) Damage caused by:
  - a product/accessory that is not the Registered Device
  - operating the Registered Device outside the permitted or intended uses described by manufacturer
  - service (including upgrades and expansions) performed by anyone who is not OnePlus Authorized Service Centre ("ASC") or any failure/damage caused outside the Indian territory
  - Third-party products or their effects on or interactions with the Registered Device or the software
  - Recalls or modifications to the Device
  - Consequential loss of any kind or description including wear & tear, or otherwise due to normal aging of the product or manufacturer defect
  - Cosmetic damages like scratches, dents and broken plastic on ports
  - Loss or damage covered by supplier, dealer or manufacturer's limited warranty
  - Any loss affecting to SIM card and any ancillary products even if Registered Device results into complete stoppage of working
  - Issues that could be resolved by upgrading software to the then current version

- Your use of a computer or operating system that is unrelated to consumer software or connectivity issues with the Registered Device
- Damage to, or loss of any software or data residing or recorded on the Registered Device
- Recovery and reinstallation of software programs and user data are not covered under this Plan
- Any loss or damage to accessories and panels even if forming part of the standard pack or to any complimentary or ancillary product/s made available under any promotional scheme
- Replacement of consumable item or accessory like, plugs, batteries, light bulbs, light covers, software and add-on options incorporated in a Device for which the Plan was activated

## 5. Special Exclusions

Servify or OnePlus shall not be liable in respect of loss or damage to Registered Device relating to or caused due to the following:

- 5.1. Loss or damage due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
- 5.2. Loss or damage due to mechanical or electrical break down or derangement, unless such loss is accidental damage, and which is not covered within the manufacturer's warranty
- 5.3. Penalties for delay or detention or in connection with guarantees of performance or efficiency
- 5.4. Damage due to the Registered Device which gradually develops flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary
- 5.5. Servify or OnePlus shall not be liable for a damage repair request if:
  - a) The Customer is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or Registered Device and/or
  - b) If the registration process of the Plan is not completed by installing the OnePlus Care App on the same OnePlus Device and completing the initial registration obligations within 30 (thirty) calendar days of purchase of the Device
  - c) Due to the inability of the Customer to submit either the Repair Request processing documents or supporting documents required for processing the request

## 6. Plan Activation Process

You are mandatorily required to download the OnePlus Care App within 30 calendar days of original purchase of the Device, register the Plan by downloading the OnePlus Care App on your New OnePlus Series Device and login using a mobile number. You may get an automated communication of confirmation of activation of the Plan. Servify or OnePlus may deny any support (i) if the registration is not done as per the above requirements; (ii) if any damage has occurred to the Registered Device prior to completing the mandatory registration process; or (iii) the damage has occurred within the first 7 calendar days of registration of this Plan ("Cooling Off Period")

## 7. Screen Damage Repair Request Process

In the event of damage to the Registered Device, you (Customer) are required to:

- 7.1. Immediately (Not later than 48 Hours from the time of the Screen Damage) inform Servify through the OnePlus Care App or OnePlus Consumer Portal (<https://oneplus.servify.tech/>)
- 7.2. Submit all Request related documents including but not limited to the purchase invoice of the Registered OnePlus Device and Photo ID Proof of the Customer and any other document as mentioned in the OnePlus Care App at the time of raising the Screen Damage Repair Request
- 7.3. Please note, you will not handover the Registered Device for repairs at any service centre, including at any OnePlus Authorised Service Centre (ASC) until confirmed by Servify. It is expressly stated that Servify will not be held responsible for fulfilling any such requests where the Registered Device is handed over to a service centre by you before the approval from Servify; any liabilities arising out of such Screen Damage Repair Request before the in-principle approval of the requests from Servify will be solely handled by You (Customer) at Your (Customer's) own expense

## 8. Screen Damage Repair Request Fulfilment Process

- 8.1. Servify provides services through Pick/Drop Support (“PUDO”) Service for the Registered Device, for serviceable locations, for the rest you may visit the nearest OnePlus Authorized Service Centre (ASC) as indicated in the OnePlus Care App once the approval is provided. You are required to wait until Servify confirms in writing via an email or on a voice call on your registered number or provides an update on the app or on its Consumer Web Portal about the status of the Screen Damage Repair Request and the next steps expected. Service will be performed at the Brand Authorized Service Centres after verification of the entitlement and validity of the Plan. Once you are notified & that the service is complete, you will promptly be notified via the OnePlus Care App & Consumer Web Portal. The repaired Device will be delivered to the address of initial pickup after completion of repair. In case, the PUDO service is not available, you will have to send the dispatch on “To Pay” basis to Servify’s central service hub, details of which will be communicated to you accordingly by Servify
- 8.2. Servify reserves the right to change the method by which they may provide repair service to you, and your Registered Device’s eligibility to receive a particular method of service under this Plan. Service options, parts availability and response times may vary according to the city you live in

## 9. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

- 9.1. Provide a copy of your Registered Device’s original proof of purchase at the time of raising a Screen Damage Repair Request (if requested)
- 9.2. Provide information about the reasons and causes of the damage to the Registered Device. Provide identity proof if requested by Servify (at the time of raising a Screen Damage Repair Request) to verify the User of the Device, on which Plan is activated
- 9.3. Provide identity proof if requested to verify Customer of the Plan at the time of raising a Screen Damage Repair Request (if requested)
- 9.4. Respond to requests for information, including but not limited to the Registered Device serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Registered Device, any error messages displayed, actions taken before the Registered Device experienced the damage and steps taken to avoid the damage
- 9.5. Follow instructions Servify gives you, including but not limited to refraining from sending Registered Device that is not subject to damage protection as per the Plan and packing the Registered Device in accordance with shipping instructions as per the Plan
- 9.6. Take backup and delete the data residing in the Device. DURING THE FULFILLMENT OF SCREEN DAMAGE PROTECTION SERVICE, SERVIFY OR THE ASC MAY DELETE THE CONTENTS OF THE DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify or the ASP will return the Device after the service event or provide a replacement device as per Brand’s service policies. Servify or the ASCs may install the latest software updates as part of hardware service that will prevent the Device from reverting to an earlier version of the operating system as per Brand’s service policies. Third party applications installed on the Device may or may not be compatible or work with the Device as a result of such operating system upgrade or update. Customer will be responsible for reinstalling all other software programs, applications, data and passwords as per their need post such service interventions as part of the Screen Damage Repair Request fulfilment.
- 9.7. Fill & submit the necessary details and the declaration as required for submitting a valid Screen Damage Repair Request

## 10. Cancellation And Refund

- 10.1. You can cancel the Plan within 15 (Fifteen) calendar days after purchasing it. If the Plan is purchased from an online channel, the refund request has to be given accordingly to the respective online channel as per their return/refund policies. If the Plan is purchased via other authorised offline channels, you may write to support@servify.tech with your purchase proof, along with the IMEI details of the Registered Device as received from the reseller the with the request for cancellation

- 10.2. If cancellation is done within 15 (Fifteen) days from plan purchase date, then the Device would be eligible for 100% refund of the Plan Fee, generally paid back to you within 7 business days of receipt of accepted cancellation request
- 10.3. If the cancellation request is received after the expiry of 15 (Fifteen) days from the date of purchase of the plan, there will be no refund under this Plan
- 10.4. Additionally, once a Damage Repair Request has been raised under the Plan, the Plan cannot be cancelled, and no refund is available irrespective of the decision on the Repair Request
- 10.5. Servify may cancel this Plan if service parts for the Registered Device become unavailable, upon thirty (30) days' prior written notice or through a notification within the OnePlus Care App and by offering the refund for the balance period on an applicable pro-rata basis, subject to no Repair Request made by you prior to the date of cancellation or services availed by you from Servify. In such a scenario, the benefits of this Plan for future date stands cancelled and you will be offered alternate options, commercially reasonable as determined solely by Servify,

## **11. Limitation Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVIFY, ONEPLUS AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO 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, ONEPLUS AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED ONE TIME COST INCURRED FOR SCREEN REPLACEMENT OF THE REGISTERED DEVICE . SERVIFY SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPLACE DAMAGED SCREEN OF THE REGISTERED 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. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT SERVIFY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR (II) FRAUD. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, SERVIFY'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE REGISTERED DEVICE OR SUPPLY OF THE SERVICE

## **12. Transfer of Plan**

- 12.1. The transfer of ownership of the Plan for the Registered Device from the Device to another party will render the Plan & its benefits null and void
- 12.2. If the Registered Device is replaced under Manufacturer's Warranty during the Plan Term, then the replacement Device will be termed as Registered Device, with the applicable Plan benefits for the remaining period of the Plan Term.

## **13. General Terms**

- 13.1. 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
- 13.2. Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
- 13.3. You are not required to perform preventative maintenance on the Registered Device to receive service under the Plan, but update the OnePlus Care App from time to time whenever there is a new version available on the Google Play Store or as advised on <https://oneplus.servify.tech/>
- 13.4. This Plan is offered on a OnePlus Device purchased in India and used in India
- 13.5. This Plan is not offered to persons who have not reached the age of majority. This Plan may not be available in all states, and is not available where prohibited by law
- 13.6. In carrying out its obligations Servify may, at their discretion and solely for the purposes of monitoring the quality of their response, record part or all of the calls between you and them

- 13.7. Servify have security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Servify regarding the processing of data, and Servify will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact or Service at the support mediums provided such as support@servify.tech or the call centre numbers mentioned below
- 13.8. The terms of the Plan, including the original sales receipt of the Registered Device and the Plan Confirmation, 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
- 13.9. Servify or OnePlus is not obligated to renew this Plan. If either Servify or OnePlus, does offer a renewal, they will determine the price and terms
- 13.10. Servify reserves the right, at its discretion, to change or modify, the terms of this Plan
- 13.11. There is no informal dispute settlement process available under this Plan
- 13.12. In the event any section or portion of a section of these terms and conditions are deemed invalid, void or unenforceable, that section or portion of a section shall be severed from these terms and conditions, and the remaining terms and conditions shall continue in full force and effect
- 13.13. These terms and conditions shall be governed by and construed under the laws of India
- 13.14. These terms and conditions do not affect your statutory rights as a consumer

**14. Support Contact Details:**

- 14.1. OnePlus Customer Service Number: 1800 102 8411 (Toll Free)
- 14.2. OnePlus Customer Service Email ID: support.in@oneplus.net
- 14.3. Servify Customer Service Number: 1 800 123 333 888 (Toll Free), all days, 9am to 9pm
- 14.4. Servify Customer Service Email ID: support@servify.tech