

# **OnePlus Protect by Servify**

## **(Damage Protection Plan for OnePlus 5)**

### **1. Damage Protection Plan (“Plan”)**

This risk underwritten accidental damage protection contract governs the support process for physical and fluid damages for OnePlus 5 Smartphones (“Covered Equipment”) sold by Oplus Mobitech India 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 Coverage Duration**

- 2.1 Coverage begins when you (Beneficiary, who is the User of the Covered Equipment) activates the Plan and ends on completion of Twelve months from date of original purchase of the Plan or original purchase of the Covered Equipment, whichever is earlier (“Coverage Period”).
- 2.2 This Plan can be purchased only within 30 calendar days of the original purchase of the Covered Device, and subject to the Covered Device being in its perfect working condition.
- 2.3 To obtain your Plan Confirmation, download OnePlus Care Mobile Application (“OnePlus Care App”) from the Google Play Store, activate your plan with the voucher code sent to you, register your Covered Equipment with Service Lee Technologies Private Limited (“Servify”) through this OnePlus Care App by installing the same on the Covered Equipment and completing the registration formalities as mentioned in the OnePlus Care App.
- 2.4 The registration and Plan Activation has to be completed within 30 calendar days of purchase of the Covered Device.
- 2.5 The terms of this Plan, the original sales receipt for your Plan, the indemnification you provide about the working condition of the Covered Device before the purchase of the Plan and the Plan Confirmation are each part of your Plan.
- 2.6 The accidental damage protection coverage provided by the Plan is additional to the coverage provided by the manufacturer’s hardware warranty
- 2.7 Only one claim per Covered Device is allowed during the term of the plan. All subsequent claim requests shall be considered for paid repair only.

### **3. Coverage Details**

#### **3.1 Beneficiary**

The purchaser of the Covered Equipment whose name is mentioned on the original invoice is the Beneficiary. The purchaser’s spouse, children, parents and siblings or the recipient of the Covered Equipment as a gift can also be the user of the Covered Equipment subject to the fulfillment of the conditions mentioned in the terms and conditions here. If the purchaser is a company, Beneficiary shall mean any representative/employee of the company authorised to use the Covered Equipment.

### **3.2 Covered Value**

Maximum Covered Value is equivalent to the depreciated value of the Covered Equipment at the time of submitting a Claim for availing accidental damage protection as eligible under this Plan. Claim limit is one repair instance of your Covered Equipment. If the repair charges are more than the Covered Value, the Beneficiary may choose to bear the differential price for obtaining the repair as determined by the Authorised Service Provider ("ASP") of OnePlus or receive the Covered Value as the complete settlement of the claim under this plan. The Beneficiary has to pay a Claim Processing charge of Rs. 750/- in case of repair during any claim event. Alternatively, if Beneficiary opts for refund, the applicable depreciated amount will be returned to the beneficiary as settlement subject to beneficiary returning the original device along with its original accessories and original box to Servify. In case the accessories along with the original box are not received by Servify, there will be a deduction of Rs 500/- from the final settlement amount.

### **3.3 Scope of Coverage**

Provided the Covered Equipment is handed over to Servify or its authorized channels in its entirety during the Claim Process & that the beneficiary has submitted the documents as desired under the Plan and have purchased the Covered Equipment from official sales channels of OnePlus in India, the following conditions would be covered:

If the Covered Equipment:

- 3.3.1 Suffers accidental physical damage and/or such damage that causes Covered Equipment to stop working on normal usage
- 3.3.2 Fails to work because accidentally fluid has entered its internal circuitry, resulting into stoppage of the Covered Equipment
- 3.3.3 Suffers damage due to:
  - 3.3.3.1 Acts of god perils, fire, lightening and explosion
  - 3.3.3.2 Damage during riot, strike & malicious damage

### **3.4 Plan Fee**

- 3.4.1 The Plan Fee is the amount paid by the bonafide beneficiary of the Covered Device before the Plan is activated and registered by the beneficiary or any other user as defined under Clause 3.1 above
- 3.4.2 The Plan Fee has to be paid in full and in advance by the beneficiary before the activation of the OnePlus Care App
- 3.4.3 The Plan Fee for the OnePlus 5 are as under for the different models: Please note that the plan fee is including service tax.

Model Type	OnePlus Protect by Servify Plan Price (INR)	Term
OnePlus 5 64 GB	2,099	1 Year
OnePlus 5 128 GB	2,399	1 Year

3.4.4 Servify and OnePlus reserve the right to revise the Plan Fee at any time during the term of the Plan. However, any customer who has paid the necessary Plan Fee and activated the plan before such revision shall not be impacted by the revision in the Plan Fee

#### 4. Exclusions

The Plan will not cover:

- 4.1 Any damage or claim reported within 7 days of activation of this Plan
- 4.2 Plan purchased beyond 30 days of OnePlus 5 purchase
- 4.3 Any loss or damage under mysterious circumstances including lost or stolen
- 4.4 Loss or damage due to Intentional act or willful neglect
- 4.5 Loss or damage arising before/after Coverage Period
- 4.6 Loss or damage not reported to Servify within 48 hours of the loss or damage to the Covered Device
- 4.7 Any loss or damage due to hire or loan of the Covered Equipment to a third party or if ownership is transferred
- 4.8 Any damages occurred to the Covered Equipment prior to the activation/registration or incomplete registration
- 4.9 Loss arising due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack
- 4.10 Consequential loss of any kind or description including wear & tear, manufacturing defects
- 4.11 Loss or damage caused by incorrect storage, poor care and maintenance, careless use, gross negligence, incorrect installation and incorrect set-up
- 4.12 Loss or damage covered by supplier, dealer or manufacturer's limited warranty
- 4.13 Any loss effecting to SIM card and any ancillary products even if equipment results into complete stoppage of working
- 4.14 Damage caused by (a) a product/ accessory that is not the Covered Equipment, (b) operating the Covered Equipment outside the permitted or intended uses described by OnePlus, or (c) service (including upgrades and expansions) performed by anyone who is not an Authorized Service Provider (ASP) of OnePlus, or any failure caused outside the Indian territory
- 4.15 Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of OnePlus
- 4.16 Covered Equipment that has been stolen
- 4.17 Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports
- 4.18 Defects caused by normal wear and tear or otherwise due to normal aging of the product
- 4.19 Issues that could be resolved by upgrading software to the then current version
- 4.20 Third-party products or their effects on or interactions with the Covered Equipment or the software
- 4.21 Your use of a computer or operating system that is unrelated to consumer software or connectivity issues with the Covered Equipment
- 4.22 Damage to, or loss of any software or data residing or recorded on the Covered Equipment
- 4.23 Recovery and reinstallation of software programs and user data are not covered under this Plan

- 4.24 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
- 4.25 Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty. Problems or defects otherwise covered under the original manufacturer's Warranty/ Guarantee
- 4.26 Recalls or modifications to the Product
- 4.27 Accessories used in or with the Product
- 4.28 Replacement of consumable item or accessory like, plugs, batteries, light bulbs, light covers, software and add-on options incorporated in a Product for which the Service Contract was purchased. Batteries, internal or external to the product.
- 4.29 Damage resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current. Reception or transmission problems resulting from external causes

## **5. Special Exclusions**

Servify and OnePlus shall not be liable in respect of loss or damage to Covered Equipment 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 Covered Equipment
- 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 Loss due to the Covered Equipment 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 Loss due to deterioration or wearing away or wearing out of any part of the Covered Equipment that is caused due to or naturally resulting from its normal use or exposure
- 5.6 Servify and OnePlus shall not be liable for any loss or damage claim if:
  - 5.6.1 The user is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or Covered Equipment and/or
  - 5.6.2 The Plan is purchased for the Covered Equipment after 30 calendar days from the date of purchase of the Covered Equipment
  - 5.6.3 If the mandatory activation & registration of the Covered Equipment is not completed by installing the OnePlus Care App on the same Covered Equipment and completing the initial documentation obligations within 7 calendar days of purchase of the Plan
  - 5.6.4 Due to the inability of the Beneficiary to submit any of the claim processing and claim payment documents required by Servify or the risk underwriter for processing the eligible claim
- 5.7 The Plan shall also not cover a damage or loss:
  - 5.7.1 For compensation towards damage, if the said claim has already been availed once
  - 5.7.2 Damage claim amount has exhausted the Covered Value of the Covered Equipment

In any action, suit or other proceeding where the risk underwriter or Servify alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this Plan, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Beneficiary.

## **6. Plan Registration Process**

You are mandatorily required to download the OnePlus Care App, activate the plan within 7 days of original purchase of the Plan. The activation process will be shared with you via an

email on purchase of the plan on your registered email address. You may get an automated communication of confirmation of your registration on completing the document upload formalities. Servify or OnePlus may deny any coverage or support (i) if the registration is not done as per the above requirements; (ii) if any damage or loss has occurred to the Covered Equipment prior to completing the mandatory registration; or (iii) the damage has occurred within the first 7 calendar days of registering and activating this Plan ("Cooling Off Period")

## **7. Claim Process**

In the event of damage to the Covered Equipment, you (Beneficiary) are required to:

- 7.1 Immediately (Not later than 48 Hours from the time of the damage) inform Servify through the OnePlus Care App or Servify Consumer Web Portal (<https://me.servify.in>) using your login credentials or write to us at [support@servify.in](mailto:support@servify.in) detailing how the damage occurred, place of damage, date & time of damage, and any documentary evidence of the damage.
- 7.2 Submit all claim related documents as mentioned in the OnePlus Care App within seven (7) calendar days of raising the claim or within the timelines as mentioned in the App or communicated to You by Servify
- 7.3 Do note that the OnePlus Protect Plan is available only if the Beneficiary has downloaded the OnePlus Care App on the Covered Equipment & registered the Plan within 7 calendar days of purchase of the Plan. Additionally, the claim is accepted only if the Covered Equipment is not more than 30 calendar days old when this Plan was purchased, and the Covered Equipment was in perfect working condition at the time of purchase of the Plan and during the Cooling Off Period.
- 7.4 Please note, You will not handover the Covered Equipment for repairs at any service center, including at any OnePlus Authorised Service Center until confirmed by Servify. It is expressly stated that Servify or OnePlus will not be held responsible for fulfilling any such claims where the Covered Equipment is handed over to a service center by You before the approval from Servify; any liabilities arising out of such claim before the in-principal approval of the claim from Servify will be solely handled by You at Your own expense

## **8. Claim Fulfillment Process**

- 8.1 Servify or OnePlus provides services through Pick/Drop Support ("PUDO") Service for the Covered Equipment, for serviceable locations, for the rest you may visit the nearest Servify Authorized Service Centre. 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 OnePlus Care App or on its Consumer Web Portal about the status of the claim and the next steps expected. Service will be performed at the Servify Central Service Hub location after verification of the entitlement and validity of the Plan. Once you are notified & that the service (either repair or replacement) is complete, you will promptly be notified via the OnePlus Care App & Servify Consumer Web Portal. The repaired or replacement will be delivered to the address of initial pickup within the next working day of completion of repair or replacement. 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 or OnePlus reserves the right to change the method by which they may provide repair or replacement service to you, and your Covered Equipment'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 Covered Equipment's original proof of purchase, if requested again
- 9.2 Provide information about the reasons and causes of the damage to the Covered Equipment
- 9.3 Provide identity proof if requested to verify Beneficiary of the Plan again
- 9.4 Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment 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 Covered Equipment that is not subject to damage protection as per the Plan and packing the Covered Equipment in accordance with shipping instructions
- 9.6 Make sure to backup software and data residing on the Covered Equipment. DURING THE FULFILLMENT OF DAMAGE PROTECTION SERVICE SERVIFY OR THE ASP MAY DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify, or ASPs will return your Covered Equipment after the service event or provide a replacement unit as the Covered Equipment was originally configured, subject to applicable updates. Servify or the ASPs may install latest software updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the Operating System. Third party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the Operating System update. You will be responsible for reinstalling all other software programs, data and passwords
- 9.7 You will update all the new versions available for the OnePlus Care App or Servify App from time to time and not delete the OnePlus Care App from the Covered Equipment, failing which the Coverage may stand invalid and you might be asked to download the OnePlus Care App or other applications as mandated by Servify again, and the condition of the Covered Equipment may be determined at your costs before enabling your entitlement towards the balance coverage of the Covered Equipment.
- 9.8 Fill and submit the Claim Forms and the Declaration Form as required for submitting a valid Claim

## **10. Depreciation Matrix**

- 10.1 The standard depreciation matrix applicable for this Plan is as below:

<b>Age of the covered equipment</b>	<b>Depreciation Applicable</b>
Upto 90 days from the date of purchase of the Covered Equipment	20% of the invoice value
Between 91 days to 180 days from date of purchase of the Covered Equipment	30% of the invoice value
Between 181 days to 270 days from date of purchase of the Covered Equipment	40% of the invoice value
Between 271 days to 365 days from date of purchase of the Covered Equipment	50% of the invoice value

- 10.2 Beyond Economic Repairs (BER): If the Covered Equipment is Beyond Economic Repairs, the applicable depreciated amount will be returned to you as settlement subject to you returning the original device along with its original accessories and original box to Servify. In case the original accessories and box is not received, there will be a deduction of Rs 500/- from the final settlement amount.

## **11. Cancellation and Refund**

- 11.1 You can cancel the plan within 7 (Seven) calendar days after purchasing it. The cancellation request may be given by writing to support@servify.in within 7 days of plan purchase.
- 11.2 If cancellation is done within 7 (seven) days from plan purchase date then the beneficiary would be eligible for 100% refund of the Plan Fee.
- 11.3 If the cancellation request is received after the expiry of 7 (Seven) days from the date of purchase of the plan, there will be no refund under this plan
- 11.4 Additionally, once a claim request has been raised, the plan cannot be cancelled and no refund is available irrespective of the decision on the claim, Servify may cancel this Plan if service parts for the Covered Equipment 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 claims made by you prior to the date of cancellation. In such a scenario, the coverage of this Plan for future date stands cancelled and you will be offered alternate options, commercially reasonable as determined solely by Servify.

## **12. Transfer Of Plan**

The transfer of ownership of the Plan for the Covered Equipment from the Beneficiary to another party will render the Plan & its Coverage null and void.

## **13. Limitation Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONEPLUS, SERVIFY 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 ONEPLUS, SERVIFY AND ITS' EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE DEPRECIATED VALUE OF THE COVERED EQUIPMENT. SERVIFY SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT 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 COVERED EQUIPMENT OR SUPPLY OF THE SERVICE.

## **14. General Terms**

- 14.1 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
- 14.2 Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
- 14.3 You may be required to perform preventative maintenance on the Covered Equipment to receive service under the Plan, and update the OnePlus Care App from time to time whenever there is a new version is available on the Google Play Store or as advised on <https://servify.in>
- 14.4 This Plan is offered and valid only if you are making a claim in India

- 14.5 This Plan is not offered to persons who have not reached atleast the age of 12. This Plan may not be available in all states, and is not available where prohibited by law
- 14.6 In carrying out its obligations Servify or OnePlus 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  
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 the Customer Privacy Policy of Servify, details of which are available on its website under <https://servify.in/privacy/>
- 14.8 Servify and OnePlus 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 or OnePlus regarding the processing of data, and Servify and OnePlus 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 OnePlus or Service at the support mediums provided such as [support@servify.in](mailto:support@servify.in) or the call center number of OnePlus
- 14.9 The terms of the Plan, including the original sales receipt of the Covered Equipment 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
- 14.10 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
- 14.11 There is no informal dispute settlement process available under this Plan
- 14.12 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
- 14.13 These terms and conditions shall be governed by and construed under the laws of India
- 14.14 These terms and conditions do not affect your statutory rights as a consumer

## **15. Support Contact Details**

- 15.1 OnePlus Customer Service Number: 1800 102 8411 (Toll Free)
- 15.2 OnePlus Customer Service Email ID: [support.in@oneplus.net](mailto:support.in@oneplus.net)
- 15.3 Servify Customer Service Number: 1800 121 4984
- 15.4 Servify Customer Service Email ID: [support@servify.in](mailto:support@servify.in)