

OnePlus Secure by Servify

(Extended Warranty Plan for OnePlus 5)

1. Extended Warranty Plan ("Plan")

This risk underwritten extended warranty program governs the support process for covered inherent mechanical and electrical breakdown/ defects to the extent provided by the manufacturer's warranty for Electrical / Electronic / Mechanical Products 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 from the next day after the expiry of the Manufacturer's Warranty for the Covered Equipment and ends on completion of Twelve months as per the plan purchased from the Plan start date ("Coverage Period").
- 2.2 This Plan can be purchased only within 365 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 365 calendar days of purchase of the Covered Device.
- 2.5 The terms of this Plan, the original sales receipt for your Plan, the proof of your identity, 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 Extended Warranty coverage provided under the Plan is additional to the coverage provided by the manufacturer's hardware warranty period
- 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 Extended Warranty Cover

If the Covered Equipment is replaced under this Plan, the original equipment shall not be returned to the Beneficiary and only the replacement product is your (Beneficiary) property, and the coverage for the remaining period of the Plan shall expire after the replacement. Any such replacement will immediately terminate this policy with no refund of the premium and neither Servify nor OnePlus shall have any further obligations for the remainder of the term of this Plan. Due to technological advances, the replacement product may be of lower retail value than the original Product.

3.3 Covered Value

Maximum Covered Value is equivalent to the original invoice value of the Covered Equipment. Claim limit is one repair instance (i.e. repair or replacement) of your Covered Equipment. If the repair or replacement 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. If the covered value is received as settlement, the original device, accessories and box should be submitted to Servify. In case the accessories & box is not submitted, there will be a deduction of Rs 500/- from the final settlement amount.

The total of all benefits paid or payable under this plan while it is in force shall not exceed the original purchase price paid by the beneficiary for the Covered Equipment under this plan.

3.4 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:

- 3.4.1 The plan provides cover for Extended Warranty which commences on the next day of expiration of Manufacturer's Original Warranty for a period of 12 months thereon as per the plan purchase.
- 3.4.2 The plan provides coverage for cost of parts and labor in respect of the Covered Equipment for covered inherent mechanical and electrical breakdown/defects to the extent provided by the manufacturer's warranty for Electrical / Electronic / Mechanical Products manufactured in India or is legally imported in India & sold through Official Channels of OnePlus and supported by an invoice & Manufacturer's Warranty/Guarantee

3.5 Plan Fee

- 3.5.1 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
- 3.5.2 The Plan Fee has to be paid in full and in advance by the beneficiary before the activation of the OnePlus Care App
- 3.5.3 The Plan becomes valid only upon payment of the necessary Plan Fee mentioned hereunder

3.5.4 The Plan Fee for the OnePlus 5 is as under for the different models and different terms.

Model Type	Customer Price	Term
OnePlus 128 GB	1,899	12 months
OnePlus 128 GB	4,599	24 months
OnePlus 64 GB	1,699	12 months
OnePlus 64 GB	3,999	24 months

Please note that the plan fee is including service tax.

3.5.5 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 Plan purchased beyond 365 days of the purchase of the Covered Equipment
- 4.2 Any covered device for which the plan has not been activated as per the terms mentioned here
- 4.3 Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty
- 4.4 Non-operating and cosmetic defect to the Covered Equipment such as defect to paintwork, Product finish, dents or scratches
- 4.5 Accessories used in or with the Covered Equipment unless covered under a separable warranty policy
- 4.6 Replacement of any consumable item or accessory
- 4.7 Normal wear and tear of items not integral to the functioning of the Covered Equipment
- 4.8 Coverage will not under any circumstances, extend to any loss or injury to a person or loss or defect to property or any incidental, contingent, special or any direct or indirect loss and consequential defects including but not limiting to losses incurred due to any delay in rendering service related to this plan and loss of use during the period that the Product is at an authorized service centre and/or while awaiting parts.
- 4.9 Defect caused by unauthorized repair, theft, burglary and accident including earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, fire, flood, lightning, malicious defect, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion.
- 4.10 Defect resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current.

- 4.11 Cost of removal or re-installation of the Covered Equipment
- 4.12 Reception or transmission problems resulting from external causes.
- 4.13 Problems or defects not covered under the original Manufacturers Warranty / Guarantee.
- 4.14 Batteries, internal or external to the Covered Equipment
- 4.15 Breakdowns caused by computer virus or realignments to Covered Equipment
- 4.16 Recalls or modifications to the Covered Equipment
- 4.17 Failure to follow the manufacturer's instructions
- 4.18 Costs arising from incorrect installation, modification or maintenance.
- 4.19 Costs if no fault is found with the Covered Equipment
- 4.20 Costs arising from being unable to use the Covered Equipment or from defect which results from the Breakdown of the Covered Equipment.
- 4.21 Defect / failure caused before or during Covered Equipment delivery.
- 4.22 Use of batteries, charger and / or accessories not approved by the manufacturer, incorrect electrical leads or connection.
- 4.23 The cost of repairing, restoring or reconfiguring software.
- 4.24 Any consequential or incidental defects arising from the use or loss of use of the Covered Equipment
- 4.25 If the Covered Equipment is sold by original buyer to other party
- 4.26 If the Covered Equipment is moved out of the country of purchase, it will not be covered under this plan.
- 4.27 The Covered Equipment is not used in accordance with the manufacturer's guidelines for Covered Equipment usage including but not limited to regular maintenance & up keep of the Covered Equipment.

5. Special Exclusions

Servify and OnePlus shall not be liable in respect of loss or defect to Covered Equipment relating to or caused due to the following:

- 5.1 Loss or defect due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Covered Equipment
- 5.2 Loss or defect due to mechanical or electrical break down or derangement, unless such loss is not accidental defect and which is covered within the manufacturer's warranty during the coverage term of 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 defect claim if:
 - 5.6.2 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 The Plan is purchased for the Covered Equipment after 365 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 registration within 30 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 loss:
 - 5.7.1 For compensation towards defect, if the said claim has already been availed once
 - 5.7.2 Claim amount has exhausted the Covered Value of the Covered Equipment
- 5.6.1 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, defect or liability is not covered by this Plan, the burden of proving that such loss, destruction, defect or liability is covered shall be upon the Beneficiary.

6. Plan Registration Process

You are mandatorily required to download the OnePlus Care App, register the covered device on the App and activate the plan within 30 days of original purchase of the Plan. The liability of completing the registration process is solely on you. 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 defect or loss has occurred to the Covered Equipment prior to completing the mandatory registration.

7. Claim Process

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

- 7.1 Immediately 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 with the details of the defect and any documentary evidence of the same.

- 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 Secure Plan is available only if the Beneficiary has downloaded the OnePlus Care App on the Covered Equipment & registered the Plan within 30 calendar days of purchase of the Plan. Additionally, the claim is accepted only if the Covered Equipment is not more than 365 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.
- 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-principle 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
- 9.2 Provide information about the reasons and causes of the defect 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 defect and steps taken to avoid the defect

- 9.5 Follow instructions Servify gives you, including but not limited to refraining from sending Covered Equipment that is not subject to 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 EXTENDED WARRANTY SERVICE SERVIFY OR THE AUTHORIZED SERVICE CENTRE (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. Cancellation and Refund

- 10.1 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.
- 10.2 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.
- 10.3 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
- 10.4 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
- 10.5 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.

11. 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.

12. 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 DEFECTS, 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 INVOICE 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.

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 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>
- 13.4 This Plan is offered and valid only if you are making a claim in India
- 13.5 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
- 13.6 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
- 13.7 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/>
- 13.8 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 or the call center number of OnePlus

- 13.9 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
- 13.10 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
- 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: 1800 121 4984
- 14.4 Servify Customer Service Email ID: support@servify.in