

# OnePlus Care

## 2 Year Accident Damage Protection Plan + 1 Year Extended Warranty Plan

### 1. The Plan

This Accidental Damage Protection Plan governs the support process for accidental physical and fluid damages and the Extended Warranty program governs the support process for mechanical and electrical breakdown/ defects to the extent provided by the Manufacturer's Warranty for Electrical / Electronic / Mechanical Products for OnePlus Device ("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 an unboxed condition.

### 2. Plan Term

Benefits under the Accidental Damage Protection Plan begins when you ("Customer", who is the User of the Device) purchase the Plan and ends on completion of 2 Years from date of purchase of the Device. Benefits under the Extended Warranty Plan begins from the next day after the expiry of the Manufacturer's Warranty on the Device and ends on completion of 1 Year from the Plan start date ("Plan Term").

### 3. Plan Eligibility

- 3.1. This Plan can be purchased only within 15 calendar days of the original purchase of the Device, and subject to the Device being in its perfect working condition.
- 3.2. The terms of this Plan, the original sales receipt for your Plan, the original sales receipt of your Device, the proof of your identity provided at the time of raising a Damage Repair Service 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 your Plan.
- 3.3. The benefits under the accidental damage protection Plan and extended warranty is additional to the benefits provided by the manufacturer under Manufacturer's Warranty.

### 4. Plan Details

#### 4.1. "Registered" Device

The Device for which the Plan has been purchased and successfully registered under the Plan within 15 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 original invoice 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. Plan Fee

- 4.3.1. It is the responsibility of the Customer to purchase the correct Plan as per the variant of OnePlus Device.
- 4.3.2. OnePlus reserves the right to reject the request if the OnePlus Care Plan purchased by the Customer does not match the corresponding correct model of OnePlus Device or variant (Registered Device) for which the Plan has been purchase.

#### 4.4. Benefits Value

4.4.1. For Accidental Damage Protection Plan, Maximum Benefits Value is equivalent to the depreciated value (as described in Point 9 below) of the Registered Device at the time of submitting a Damage Repair Request for availing accidental damage protection as eligible under this Plan. Limit is two (2) repairs instance of your registered device, subject to the maximum eligible Benefits Value at the time of submitting a request. If the repair charges are more than the Benefits Value, the Customer will have the option to bear the differential price for obtaining the repair as determined by the Authorized Service Provider (“ASP”) of OnePlus.

4.4.2. For Extended Warranty, Maximum Benefits Value is equivalent to the original invoice value of the Registered Device. The Benefits Value at any given point of time will be calculated by subtracting the repair costs of all the subsequent repair service requests, if any, from the Invoice Value of the Registered Device. Unlimited number of Repair Requests up-to the Benefits Value or one instance of replacement of your Registered Device can be availed under the Plan.

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

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

##### 4.5.1. Inclusions

- 4.5.1.1. Suffers accidental physical damage and/or such damage that impairs the normal usage of the Registered Device.
- 4.5.1.2. Fails to work because accidentally fluid has entered its internal circuitry, touch panel, sub-board or battery, resulting into stoppage of the Registered Device.
- 4.5.1.3. Suffers damage due to:
  - 4.5.1.3.1. Acts of god perils, fire, lightening and explosion
  - 4.5.1.3.2. Damage during riot, strike & malicious damage
- 4.5.1.4. Any mechanical or, electrical breakdown/defects to the registered device to the extent provided by the Manufacturer’s Warranty including the cost of parts and labor for the products manufactured in India or is legally imported in India & sold through official sales channels of OnePlus and supported by an invoice & Manufacturer’s Warranty/Guarantee.

##### 4.5.2. Exclusions

- 4.5.2.1. If the Plan has been purchased more than 15 days from the purchase of the OnePlus Device
- 4.5.2.2. Any damage to the Registered Device:
  - 4.5.2.2.1. due to Intentional act or wilful neglect
  - 4.5.2.2.2. under mysterious circumstances including lost or stolen
  - 4.5.2.2.3. due to hire or loan of the Registered Device to a third party or if ownership is transferred
  - 4.5.2.2.4. due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack
  - 4.5.2.2.5. caused by incorrect storage, poor care and maintenance, careless use, gross negligence, incorrect installation and incorrect set-up
  - 4.5.2.2.6. 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 OnePlus
  - 4.5.2.2.7. due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
- 4.5.2.3. Damage caused by:
  - 4.5.2.3.1. a product/accessory that is not the Registered Device
  - 4.5.2.3.2. operating the Registered Device outside the permitted or intended uses described by manufacturer

- 4.5.2.3.3. service (including upgrades and expansions) performed by anyone who is not an Authorized Service Centre ("ASC") or any failure/damage caused outside the Indian territory
- 4.5.2.4. Third-party products or their effects on or interactions with the Registered Device or the software
- 4.5.2.5. Consequential loss of any kind or description including wear & tear, manufacturing defects
- 4.5.2.6. Cosmetic damage to the Registered Device including but not limited to scratches, dents and broken plastic on ports
- 4.5.2.7. Any loss affecting to SIM card and any ancillary products even if Registered Device results into complete stoppage of working
- 4.5.2.8. Registered Device 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
- 4.5.2.9. Defects caused by normal wear and tear or otherwise due to normal aging of the product
- 4.5.2.10. Issues that could be resolved by upgrading software to the then current version
- 4.5.2.11. Your use of a computer or operating system that is unrelated to consumer software or connectivity issues with the Registered Device
- 4.5.2.12. Damage to, or loss of any software or data residing or recorded on the Registered Device
- 4.5.2.13. Recovery and reinstallation of software programs and user data
- 4.5.2.14. 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

## 5. Special Exclusions

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

- 5.1. Penalties for delay or detention or in connection with guarantees of performance or efficiency
- 5.2. Loss 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
- 5.3. Loss due to deterioration or wearing away or wearing out of any part of the Registered Device that is caused due to or naturally resulting from its normal use or exposure
- 5.4. OnePlus and OnePlus shall not be liable if:
  - 5.4.1. the user is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or Registered Device and/or
  - 5.4.2. Due to the inability of the Customer to submit either of the processing documents or supporting documents required for processing the request
- 5.5. In any action, suit or other proceeding where the OnePlus or underwriting partner(s) alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction or damage is not included under this Plan, the burden of proving that such loss, destruction or damage is included, shall be upon the Customer

## 6. Service Request Process

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

- 6.1. Immediately (Not later than 72 Hours from the time of the damage) inform OnePlus through the OnePlus Care App
- 6.2. Submit all request related documents including but not limited to the purchase invoice of the Registered 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 Damage Repair Service Request
- 6.3. Do note that the Accident Damage & Liquid Damage Protection Plan is available only if the Device has purchased the plan within 15 Days of Device purchase

- 6.4. Please note, you will not handover the Registered Device for repairs at any service centre, including at any OnePlus Authorized Service Centre (ASC) until confirmed by OnePlus. It is expressly stated that OnePlus 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 OnePlus; any liabilities arising out of such requests before the in-principle approval of the Damage Repair Service Request from OnePlus will be solely handled by you (Customer) at your (Customer's) own expense

## 7. Service Fulfilment Process

- 7.1. OnePlus 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 as indicated in the OnePlus Care App once the approval is provided. You are required to wait until OnePlus 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 next steps expected. Service will be performed at the OnePlus 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 & OnePlus Consumer Web Portal. The repaired Device will be delivered to the address of initial pickup after completion of repair if PUDO service is availed. In case, the PUDO service is not available, you will have to send the dispatch on "To Pay" basis to OnePlus's central service hub, details of which will be communicated to you accordingly by OnePlus
- 7.2. OnePlus 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.

## 8. Your Responsibilities

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

- 8.1. Provide a copy of your Registered Device's original proof of purchase at the time of raising a
- 8.2. Provide information about the reasons and causes of the damage to the Registered Device
- 8.3. Provide identity proof if requested by OnePlus (at the time of raising a 'Damage Repair Request') to verify the User of the Device, on which Plan is activated
- 8.4. 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
- 8.5. Follow instructions OnePlus 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
- 8.6. Make sure to backup software and data residing on the Registered Device. DURING THE FULFILLMENT OF DAMAGE REPAIR SERVICE, ONEPLUS OR THE ASC MAY DELETE THE CONTENTS OF THE REGISTERED DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. OnePlus, or ASC may return your Registered Device after the service event subject to applicable updates. OnePlus or the ASC may install latest software updates as part of hardware service that will prevent the Registered Device from reverting to an earlier version of the Operating System. Third party applications installed on the Registered Device may not be compatible or work with the Registered Device as a result of the Operating System update. You will be responsible for reinstalling all other software programs, data and passwords.

## 9. Depreciation Matrix

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

Age of the Registered Device	Depreciation Applicable
Up to 90 days from the date of purchase of the Registered Device	10% of the Invoice Value

<b>Age of the Registered Device</b>	<b>Depreciation Applicable</b>
Between 91 days to 180 days from date of purchase of the Registered Device	20% of the Invoice Value
Between 181 days to 365 days from date of purchase of the Registered Device	35% of the Invoice Value
Between 366 days to 549 days from date of purchase of the Registered Device	45% of the Invoice Value
Between 550 days to 733 days from date of purchase of the Registered Device	60% of the Invoice Value

## **10. Cancellation and Refund**

- 10.1. You can cancel the Plan within 7 (Seven) 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 authorized offline channels, you may write to protection\_in@oneplus.com 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 7 (Seven) 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 7 (Seven) 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. OnePlus 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 OnePlus. 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 OnePlus

## **11. Limitation Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONEPLUS, 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 ONEPLUS'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF ONEPLUS, ONEPLUS 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 REGISTERED DEVICE. ONEPLUS SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE 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 ONEPLUS'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, ONEPLUS'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. OnePlus 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. OnePlus 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
- 13.4. This Plan is offered and valid only if you are making a purchase in India and using 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 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. 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 OnePlus regarding the processing of data, 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 or Service at the support mediums provided such as [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com)
- 13.8. You agree that any information or data disclosed to OnePlus under this Plan is not confidential or proprietary to you. Furthermore, you agree that OnePlus 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 OnePlus, details of which are available on its website under <https://www.oneplus.in/legal/privacy-policy?from=foot>
- 13.9. 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 OnePlus's entire understanding with respect to the Plan
- 13.10. OnePlus is not obligated to renew this Plan. If either 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:[protection\\_in@oneplus.com](mailto:protection_in@oneplus.com)

## **Accidental Damage Protection Plan**

## 1. The Plan

This Accidental Damage Protection Plan governs the support process for accidental physical and fluid damages for OnePlus Device ("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 an 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 1 / 2 Year from date of purchase of the Device ("Plan Term")

## 3. Plan Eligibility

- 3.1. This Plan can be purchased only within 15 calendar days of the original purchase of the Device, and subject to the Device being in its perfect working condition
- 3.2. The terms of this Plan, the original sales receipt for your Plan, the original sales receipt of your Device, the proof of your identity provided at the time of raising a Damage Repair Service 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 your Plan
- 3.3. The benefits under the accidental damage protection Plan is additional to the benefits provided by the manufacturer under Manufacturer's Warranty

## 4. Plan Details

### 4.1. "Registered" Device

The Device for which the Plan has been purchased and successfully registered under the Plan within 15 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 original invoice 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. Plan Fee

- 4.3.1. It is the responsibility of the Customer to purchase the correct Plan as per the variant of OnePlus Device
- 4.3.2. OnePlus reserves the right to reject the request if the OnePlus Care Plan purchased by the Customer does not match the corresponding correct model of OnePlus Device or variant (Registered Device) for which the Plan has been purchased.

### 4.4. Benefits Value

Maximum Benefits Value is equivalent to the depreciated value (as described in Point 9 below) of the Registered Device at the time of submitting a Damage Repair Request for availing accidental damage protection as eligible under this Plan. Limit is one (1) repair instance for the Plan term of 1 year & two (2) repair instance for the Plan term of 2 years for the registered device, subject to the maximum eligible Benefits Value at the time of submitting a request. If the repair charges are more than the Benefits Value, the Customer will have the option to bear the differential price for obtaining the repair as determined by the Authorized Service Centre ("ASC") of OnePlus.

### 4.5. Scope of Service under the Plan

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

#### 4.5.1. Inclusions

- 4.5.1.1. Suffers accidental physical damage and/or such damage that impairs the normal usage of the Registered Device
- 4.5.1.2. Fails to work because accidentally fluid has entered its internal circuitry, touch panel, sub-board or battery, resulting into stoppage of the Registered Device
- 4.5.1.3. Suffers damage due to:
  - 4.5.1.3.1. Acts of god perils, fire, lightening and explosion
  - 4.5.1.3.2. Damage during riot, strike & malicious damage

#### **4.5.2. Exclusions**

- 4.5.2.1. If the Plan has been purchased more than 15 days from the purchase of the OnePlus Device
- 4.5.2.2. Any damage to the Registered Device:
  - 4.5.2.2.1. due to Intentional act or wilful neglect
  - 4.5.2.2.2. under mysterious circumstances including lost or stolen
  - 4.5.2.2.3. due to hire or loan of the Registered Device to a third party or if ownership is transferred
  - 4.5.2.2.4. due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack
  - 4.5.2.2.5. caused by incorrect storage, poor care and maintenance, careless use, gross negligence, incorrect installation and incorrect set-up
  - 4.5.2.2.6. 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 OnePlus
  - 4.5.2.2.7. due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
- 4.5.2.3. Damage caused by:
  - 4.5.2.3.1. a product/accessory that is not the Registered Device
  - 4.5.2.3.2. operating the Registered Device outside the permitted or intended uses described by manufacturer
  - 4.5.2.3.3. service (including upgrades and expansions) performed by anyone who is not an Authorized Service Centre ("ASC") or any failure/damage caused outside the Indian territory
  - 4.5.2.4. Third-party products or their effects on or interactions with the Registered Device or the software
  - 4.5.2.5. Consequential loss of any kind or description including wear & tear, manufacturing defects
  - 4.5.2.6. Cosmetic damage to the Registered Device including but not limited to scratches, dents and broken plastic on ports
  - 4.5.2.7. Loss or damage covered by supplier, dealer or Manufacturer's Warranty
  - 4.5.2.8. Any loss affecting to SIM card and any ancillary products even if Registered Device results into complete stoppage of working
  - 4.5.2.9. Registered Device 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
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  - 4.5.2.11. Defects caused by normal wear and tear or otherwise due to normal aging of the product
  - 4.5.2.12. Issues that could be resolved by upgrading software to the then current version
  - 4.5.2.13. Your use of a computer or operating system that is unrelated to consumer software or connectivity issues with the Registered Device
  - 4.5.2.14. Damage to, or loss of any software or data residing or recorded on the Registered Device
  - 4.5.2.15. Recovery and reinstallation of software programs and user data



- 4.5.2.16. 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

## 5. Special Exclusions

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 mechanical or electrical break down or derangement, unless such loss is accidental damage, and which is not covered within the Manufacturer's Warranty
- 5.2. Penalties for delay or detention or in connection with guarantees of performance or efficiency
- 5.3. Loss 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
- 5.4. Loss due to deterioration or wearing away or wearing out of any part of the Registered Device that is caused due to or naturally resulting from its normal use or exposure
- 5.5. OnePlus shall not be liable if:
  - 5.5.1. the user is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or Registered Device and/or
  - 5.5.2. the Plan is purchased for the Registered Device after 15 calendar days from the date of purchase of the Registered Device
  - 5.5.3. Due to the inability of the Customer to submit either of the processing documents or supporting documents required for processing the request
- 5.6. In any action, suit or other proceeding where the OnePlus or underwriting partner(s) alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction or damage is not included under this Plan, the burden of proving that such loss, destruction or damage is included, shall be upon the Customer

## 6. Service Request Process

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

- 6.1. Immediately (Not later than 72 Hours from the time of the damage) inform OnePlus through the OnePlus Care App
- 6.2. Submit all request related documents including but not limited to the purchase invoice of the Registered 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 Damage Repair Service Request
- 6.3. Do note that the Accident Damage & Liquid Damage Protection Plan is available only if the Device has purchased the plan within 15 Days of Device purchase
- 6.4. Please note, you will not handover the Registered Device for repairs at any service centre, including at any OnePlus Authorized Service Centre (ASC) until confirmed by OnePlus. It is expressly stated that OnePlus 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 OnePlus; any liabilities arising out of such requests before the in-principle approval of the Damage Repair Service Request from OnePlus will be solely handled by you (Customer) at your (Customer's) own expense

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- 7.2. OnePlus 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.

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- 8.3. Provide identity proof if requested by OnePlus (at the time of raising a 'Damage Repair Request') to verify the User of the Device, on which Plan is activated
- 8.4. 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
- 8.5. Follow instructions OnePlus 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
- 8.6. Make sure to backup software and data residing on the Registered Device. DURING THE FULFILLMENT OF DAMAGE REPAIR SERVICE, ONEPLUS OR THE ASC MAY DELETE THE CONTENTS OF THE REGISTERED DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. OnePlus, or ASC may return your Registered Device after the service event subject to applicable updates. OnePlus or the ASC may install latest software updates as part of hardware service that will prevent the Registered Device from reverting to an earlier version of the Operating System. Third party applications installed on the Registered Device may not be compatible or work with the Registered Device as a result of the Operating System update. You will be responsible for reinstalling all other software programs, data and passwords.

## 9. Depreciation Matrix

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

Age of the Registered Device	Depreciation Applicable
Up to 90 days from the date of purchase of the Registered Device	10% of the Invoice Value
Between 91 days to 180 days from date of purchase of the Registered Device	20% of the Invoice Value
Between 181 days to 365 days from date of purchase of the Registered Device	35% of the Invoice Value
Between 366 days to 549 days from date of purchase of the Registered Device	45% of the Invoice Value
Between 550 days to 733 days from date of purchase of the Registered Device	60% of the Invoice Value

## 10. Cancellation and Refund

- 10.1. You can cancel the Plan within 7 (Seven) 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 authorized offline channels, you may write to [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com) 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 7 (Seven) 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 7 (Seven) 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. OnePlus 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 OnePlus. 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 OnePlus

### **11. Limitation Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONEPLUS, 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 ONEPLUS'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF ONEPLUS, ONEPLUS 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 REGISTERED DEVICE. ONEPLUS SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE 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 ONEPLUS'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, ONEPLUS'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. OnePlus 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. OnePlus 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.
- 13.4. This Plan is offered and valid only if you are making a purchase in India and using 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 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. 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

OnePlus regarding the processing of data, 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 or Service at the support mediums provided such as [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com)

- 13.8. You agree that any information or data disclosed to OnePlus under this Plan is not confidential or proprietary to you. Furthermore, you agree that OnePlus 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 OnePlus, details of which are available on its website under <https://www.oneplus.in/legal/privacy-policy?from=foot>.
- 13.9. 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 OnePlus's entire understanding with respect to the Plan
- 13.10. OnePlus is not obligated to renew this Plan. If either 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: [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com)

# 1 Year Screen Protection Plan

## Screen Protection Plan ("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 (and back cover if broken along with the screen) to OnePlus 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 15 calendar days of the original purchase of the Device, and subject to the Device being in its perfect working condition.
- 3.2. 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
- 3.3. 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 Device for which the Plan has been purchased and successfully registered under the Plan within 15 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 (and back cover if broken along with the 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 OnePlus.

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

Provided the Registered Device is handed over to OnePlus 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 purchased post 15 days from the purchase of the Device
- b) 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
- c) 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

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. 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) Due to the inability of the Customer to submit either the Repair Request processing documents or supporting documents required for processing the request

## 6. Screen Damage Repair Request Process

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

Immediately (Not later than 48 Hours from the time of the Screen Damage) inform OnePlus through the OnePlus Care App or OnePlus Customer Support: [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com)

- 6.1. 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
- 6.2. 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 OnePlus. It is expressly stated that OnePlus 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 OnePlus; any liabilities arising out of such Screen Damage Repair Request before the in-principle approval of the requests from OnePlus will be solely handled by You (Customer) at Your (Customer's) own expense

## 7. Screen Damage Repair Request Fulfilment Process

- 7.1. OnePlus 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 OnePlus 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 OnePlus’s central service hub, details of which will be communicated to you accordingly by OnePlus
- 7.2. OnePlus 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

## **8. Your Responsibilities**

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

- 8.1. Provide a copy of your Registered Device’s original proof of purchase at the time of raising a Screen Damage Repair Request (if requested)
- 8.2. Provide information about the reasons and causes of the damage to the Registered Device. Provide identity proof if requested by OnePlus (at the time of raising a Screen Damage Repair Request) to verify the User of the Device, on which Plan is activated
- 8.3. Provide identity proof if requested to verify Customer of the Plan at the time of raising a Screen Damage Repair Request (if requested)
- 8.4. 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
- 8.5. Follow instructions OnePlus 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
- 8.6. Take backup and delete the data residing in the Device. DURING THE FULFILLMENT OF SCREEN DAMAGE PROTECTION SERVICE, ONEPLUS OR THE ASC MAY DELETE THE CONTENTS OF THE DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. OnePlus or the ASP will return the Device after the service event or provide a replacement device as per Brand’s service policies. OnePlus 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.
- 8.7. Fill & submit the necessary details and the declaration as required for submitting a valid Screen Damage Repair Request

## **9. Cancellation And Refund**

- 9.1. You can cancel the Plan within 7 (Seven) 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 protection\_in@oneplus.com with your purchase proof, along with the IMEI details of the Registered Device as received from the reseller the with the request for cancellation

- 9.2. If cancellation is done within 7 (Seven) 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
- 9.3. 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
- 9.4. 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
- 9.5. OnePlus 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 OnePlus. 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 OnePlus.

#### **10. Limitation Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONEPLUS, 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 ONEPLUS'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF ONEPLUS, 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 . ONEPLUS 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 ONEPLUS'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, ONEPLUS'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE REGISTERED DEVICE OR SUPPLY OF THE SERVICE

#### **11. Transfer of Plan**

- 11.1. 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
- 11.2. 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.

#### **12. General Terms**

- 12.1. OnePlus may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so
- 12.2. OnePlus is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
- 12.3. 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.
- 12.4. This Plan is offered on a OnePlus Device purchased in India and used in India
- 12.5. 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
- 12.6. In carrying out its obligations 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



- 12.7. 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 OnePlus regarding the processing of data, 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 our Service at the support mediums provided such as [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com).
- 12.8. You agree that any information or data disclosed to OnePlus under this Plan is not confidential or proprietary to you. Furthermore, you agree that OnePlus 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 OnePlus, details of which are available on its website under <https://www.oneplus.in/legal/privacy-policy?from=foot>.
- 12.9. 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 OnePlus's entire understanding with respect to the Plan
- 12.10. OnePlus is not obligated to renew this Plan. If either OnePlus does offer a renewal, they will determine the price and terms
- 12.11. There is no informal dispute settlement process available under this Plan
- 12.12. 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
- 12.13. These terms and conditions shall be governed by and construed under the laws of India
- 12.14. These terms and conditions do not affect your statutory rights as a consumer

### 13. Support Contact Details:

- 13.1. OnePlus Customer Service Number: 1800 102 8411 (Toll Free)
- 13.2. OnePlus Customer Service Email ID: [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com)

# 1 Year Extended Warranty Plan

## Extended Warranty Plan ("Plan")

### 1. The Plan

This extended service (warranty) program governs the support process for mechanical and electrical breakdown/ defects to the extent provided by the Manufacturer's Warranty for Electrical / Electronic/ Mechanical Products for smartphones ("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 from the next day after the expiry of the Manufacturer's Warranty on the Device and ends on completion of 1 Year from the Plan start date ("Plan Term")

### 3. Plan Eligibility

- 3.1. This Plan can be purchased only within 1 year of the original purchase of the Device, and subject to the Device being in its perfect working condition
- 3.2. 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 Device before the purchase of the Plan and the Plan Confirmation are each part of your Plan

- 3.3. Benefits under the extended warranty plan is an extension of the benefits provided by the Manufacturer's Warranty
- 3.4. Unlimited number of Repair Requests up-to the available Benefits Value (as defined in Point 4.4) at the time of Repair Requests is allowed during the term of the Plan. All subsequent Repair Requests shall be considered for paid repair only

#### **4. Plan Details**

##### **4.1. "Registered" Device**

The Device for which the Plan has been purchased and successfully registered under the Plan 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 original invoice is the Customer. The purchaser's spouse, children, parents and siblings or the recipient of the Registered Device as a gift can also be the user subject to the fulfilment of the conditions mentioned in the terms and conditions here. If the purchaser is a company, Customer shall mean any representative/employee of the company authorised to use the Registered Device.

##### **4.3. Plan Types**

4.3.1. The Plan Fee is the amount paid by the Customer before the Plan is activated and registered by the Customer or any other user as defined in Point 4.2 above

4.3.2. OnePlus reserves 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

##### **4.4. Benefits Value**

Maximum Benefits Value is equivalent to the original invoice value of the Registered Device. The Benefits Value at any given point of time will be calculated by subtracting the repair costs of all the subsequent repair service requests, if any, from the Invoice Value of the Registered Device. Unlimited number of Repair Requests up-to the Benefits Value or one instance of replacement of your Registered Device can be availed under the Plan.

If the repair or replacement charges are more than the Benefits Value, the Customer will receive the Benefits Value as the complete settlement under this plan. If the Benefits Value is received by Customer as settlement, the original Device, accessories and the box should be submitted to OnePlus.

In case the accessories & box is not submitted within 7 calendar days of intimation, there will be a deduction of Rs 500/- from the final settlement amount for each accessory that's not returned as supplied with the Device as part of its original packing.

Please note, the total amount of benefits paid or payable under this Plan shall not exceed the original invoice value paid by the Customer for the Registered Device under this Plan

##### **4.5. Scope of Service under the Plan**

Provided the Registered Device is handed over to OnePlus or its authorized channels in its entirety during the Repair Request Process & that the Customer has submitted the documents as desired under the Plan and have purchased the Registered Device from official sales channels of OnePlus in India, the following conditions would be considered under the Plan:

###### **4.5.1. Inclusions**

Any mechanical or, electrical breakdown/defects to the registered device to the extent provided by the Manufacturer's Warranty including the cost of parts and labor for the products manufactured in India or is legally imported in India & sold through official sales channels of OnePlus and supported by an invoice & Manufacturer's Warranty/Guarantee.

###### **4.5.2. Exclusions**

- 4.5.2.1. Plan purchased beyond 365 days of the purchase of the Registered Device
- 4.5.2.2. Plan purchased on a defective Device
- 4.5.2.3. Costs implicitly or explicitly covered by any manufacturer's, supplier's or repairer's guarantee or warranty
- 4.5.2.4. Non-operating and cosmetic defect to the Registered Device such as defect to paintwork, product finish, dents or scratches
- 4.5.2.5. Any accidental or liquid or physical damages to the Registered Device
- 4.5.2.6. Accessories or consumable item used in or with the Registered Device unless covered under a separable warranty policy
- 4.5.2.7. Normal wear and tear of items not integral to the functioning of the Registered Device
- 4.5.2.8. Benefits under the Plan 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 Registered Device is at an authorized service centre and/or while awaiting parts
- 4.5.2.9. 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
- 4.5.2.10. Defect resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current
- 4.5.2.11. Reception or transmission problems resulting from external causes
- 4.5.2.12. Problems or defects not covered under the original Manufacturers' Warranty/Guarantee
- 4.5.2.13. Batteries, internal or external to the Registered Device
- 4.5.2.14. Breakdowns caused by computer virus or realignments to the Registered Device
- 4.5.2.15. Recalls or modifications to the Registered Device
- 4.5.2.16. Failure to follow the manufacturer's instructions or the instructions from OnePlus during the term of the Plan
- 4.5.2.17. Costs arising from incorrect installation, modification or maintenance, or being unable to use the Registered Device
- 4.5.2.18. Costs if no fault is found with the Registered Device
- 4.5.2.19. Defect/failure caused before or during the delivery of Registered Device from the reseller
- 4.5.2.20. Use of batteries, charger and/or accessories not approved by the manufacturer, incorrect electrical leads or connection
- 4.5.2.21. The cost of repairing, restoring or reconfiguring software
- 4.5.2.22. Any consequential or incidental defects arising from the use or loss of use of the Registered Device
- 4.5.2.23. If the Registered Device is sold by original buyer to other party
- 4.5.2.24. If the Registered Device is moved out of India, or used outside of India, it will not be covered under this Plan
- 4.5.2.25. The Registered Device is not used in accordance with the manufacturer's guidelines for usage of the Registered Device including but not limited to regular maintenance & up keep of the Registered Device

## 5. Special Exclusions

OnePlus shall not be liable in respect of loss or defect to Registered Device 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 Registered Device

- 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 Plan 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 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. Loss due to deterioration or wearing away or wearing out of any part of the Registered Device that is caused due to or naturally resulting from its normal use or exposure
- 5.6. OnePlus shall not be liable if:
  - 5.6.1. The Customer or User 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 the Plan is purchased for the Registered Device after 365 calendar days from the date of purchase of the Registered Device
  - 5.6.2. Due to the inability of the Customer to submit any of the repair request processing and Device purchase documents required by OnePlus or its partners for processing the eligible repair request
- 5.7. The Plan shall also not cover a loss:
  - 5.7.1. Repair Request amount has exhausted the Benefits Value of the Registered Device
  - 5.7.2. In any action, suit or other proceeding where OnePlus or its underwriting partner(s), 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 Customer

## **6. Service Request Process**

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

- 6.1. Immediately (not later than 72 Hours from the time of the defect) inform OnePlus through the OnePlus Care App
- 6.2. Submit all repair request related information/documents as mentioned in the OnePlus Care App within seven (7) calendar days of raising the request or within the timelines as mentioned in the app or communicated to You by OnePlus
- 6.3. Please note, you (Customer) will not handover the Registered Device for repairs at any service centre, including at any OnePlus Authorised Service Centre until confirmed by OnePlus. It is expressly stated that OnePlus or OnePlus will not be held responsible for fulfilling any such requests where the Registered Device is handed over to a service centre by you (Customer) before the approval from OnePlus; any liabilities arising out of such actions before the in-principal approval of the request from OnePlus will be solely handled by you at your own expense

## **7. Service Fulfilment Process**

- 7.1. OnePlus 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 as indicated in the OnePlus Care App once the approval is provided. You are required to wait until OnePlus 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 Repair Request and the next steps expected. Service will be performed at the OnePlus 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 & OnePlus Consumer Web Portal. The repaired device will be delivered to the

address of initial pickup after completion of repair if PUDO service is available. In case, the PUDO service is not available, you will have to send the dispatch on "To Pay" basis to OnePlus's central service hub, details of which will be communicated to you accordingly by OnePlus

- 7.2. If the Registered Device is replaced under this Plan, the original Device shall not be returned to the Customer and only the replacement product is your (Customer) property, and the benefits for the remaining period of the Plan shall expire after the replacement. Any such replacement will immediately terminate this Plan and neither OnePlus 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 that of the original Product
- 7.3. OnePlus 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

## **8. Your Responsibilities**

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

- 8.1. Provide a copy of your Registered Device's original proof of purchase, if requested
- 8.2. Provide information about the reasons and causes of the defect to the Registered Device
- 8.3. Provide identity proof if requested to verify Customer or User of the Device on which Plan is activated
- 8.4. Respond to requests for information, including but not limited to the serial number of the Registered Device, 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 defect and steps taken to avoid the defect
- 8.5. Follow instructions OnePlus or ASPs or OnePlus gives you, including but not limited to refraining from sending Registered Device that is not subject to service as per the Plan and packing the Registered Device in accordance with shipping instructions
- 8.6. Make sure to backup software and data residing on the Registered Device. DURING THE FULFILLMENT OF SERVICE ONEPLUS OR THE ASP MAY DELETE THE CONTENTS OF THE COVERED DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. OnePlus, or ASPs may return your Registered Device after the service event or provide a replacement unit as the Registered Device was originally configured, subject to applicable updates. OnePlus or the ASPs may install latest software updates as part of hardware service that may prevent the Registered Device from reverting to an earlier version of the Operating System. Third party applications installed on the Registered Device may not be compatible or work with the Registered Device as a result of the Operating System update. You will be responsible for reinstalling all other software programs, data and passwords
- 8.7. Fill and submit the requested forms and the declaration as required for submitting a valid a repair request

## **9. Cancellation And Refund**

- 9.1. You can cancel the Plan within 7 (Seven) 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. If the Plan is purchased via other authorised offline channels, you may write to [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com) with your purchase proof, along with the IMEI details of the Registered Device as received from the reseller the with the request for cancellation
- 9.2. If cancellation is done within 7 (Seven) days from Plan purchase date, then the Customer 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
- 9.3. 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

- 9.4. Additionally, once a Repair Request has been raised, the Plan cannot be cancelled, and no refund is available irrespective of the decision on the Repair Request
- 9.5. OnePlus 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 requests made by you prior to the date of cancellation. 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 OnePlus

## 10. Transfer Of Plan

- 10.1. The transfer of ownership of the Plan for the Registered Device from the Customer to another party will render the Plan & its benefits null and void
- 10.2. 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.

## 11. Limitation Of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONEPLUS, ONEPLUS AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DEFECTS OR 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 ONEPLUS'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF ONEPLUS, ONEPLUS AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE CURRENT MARKET VALUE OF THE REGISTERED DEVICE. ONEPLUS SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE 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 ONEPLUS'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, ONEPLUS'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE REGISTERED DEVICE OR SUPPLY OF THE SERVICE

## 12. General Terms

- 12.1. OnePlus may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so
- 12.2. OnePlus is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
- 12.3. 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.tech/>
- 12.4. This Plan is offered and valid only if you are making a purchase in India and using in India
- 12.5. 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
- 12.6. In carrying out its obligations 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
- 12.7. 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 OnePlus regarding the processing of data, 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 our Service at the support mediums provided such as [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com)

- 12.8. You agree that any information or data disclosed to OnePlus under this Plan is not confidential or proprietary to you. Furthermore, you agree that OnePlus 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 OnePlus, details of which are available on its website under <https://www.oneplus.in/legal/privacy-policy?from=foot>.
- 12.9. 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 OnePlus's entire understanding with respect to the Plan
- 12.10. OnePlus is not obligated to renew this Plan. If either OnePlus does offer a renewal, they will determine the price and terms
- 12.11. There is no informal dispute settlement process available under this Plan
- 12.12. 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
- 12.13. These terms and conditions shall be governed by and construed under the laws of India
- 12.14. These terms and conditions do not affect your statutory rights as a consumer

### **13. Support Contact Details:**

- 13.1. OnePlus Customer Service Number: 1800 102 8411 (Toll Free)
- 13.2. OnePlus Customer Service Email ID: [protection\\_in@oneplus.com](mailto:protection_in@oneplus.com)