

OnePlus Battery Protection Plan for OnePlus 7T

(Battery Protection Plan)

1. The Plan

This plan governs the support process for mechanical and electrical breakdown/ defects to the Battery of the OnePlus 7T 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 365 calendar days of the original purchase of the Device, and subject to the Device being in its perfect working condition
- 3.2. To obtain your Plan Confirmation, download OnePlus Care Mobile Application from the Google Play Store, activate your plan with the Activation Code sent to you, register your Device with Service Lee Technologies Private Limited (“Servify”) through this App by installing the same on the Device you wish to cover under the Plan and completing the activation formalities as mentioned in the OnePlus Care App
- 3.3. The registration and Plan Activation (as described in Point 6 below) has to be completed within 365 calendar days of purchase of the Device
- 3.4. 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
- 3.5. Benefits under the Battery Protection plan is an extension of the benefits provided by the Manufacturer’s Warranty for the Battery of the Device.
- 3.6. Limit is one battery replacement instance 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 that has been successfully registered under the Plan within 365 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. The Plan Fee has to be paid in full and in advance by the Customer before the activation of the Plan on the OnePlus Care App
- 4.3.3. Servify and 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 one-time battery replacement instance of the Registered Device.

4.5. Scope of Service under the Plan

Provided the Registered Device is handed over to Servify 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 Battery of the registered device including the cost of battery 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 and not been activated as per the terms
- 4.5.2.2. Plan purchased and activated on a defective Device
- 4.5.2.3. Any damage/defect to the registered device other than the battery.
- 4.5.2.4. Costs implicitly or explicitly covered by any manufacturer's, supplier's or repairer's guarantee or warranty
- 4.5.2.5. Non-operating and cosmetic defect to the Registered Device such as defect to paintwork, product finish, dents or scratches
- 4.5.2.6. Any accidental or liquid or physical damages to the Registered Device
- 4.5.2.7. Accessories or consumable item used in or with the Registered Device unless covered under a separable warranty policy
- 4.5.2.8. Normal wear and tear of items not integral to the functioning of the Registered Device
- 4.5.2.9. 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
- 4.5.2.10. 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
- 4.5.2.11. 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. Breakdowns caused by computer virus or realignments to the Registered Device
- 4.5.2.14. Recalls or modifications to the Registered Device
- 4.5.2.15. Failure to follow the manufacturer's instructions or the instructions from Servify during the term of the Plan
- 4.5.2.16. Costs arising from incorrect installation, modification or maintenance, or being unable to use the Registered Device
- 4.5.2.17. Costs if no fault is found with the Registered Device

- 4.5.2.18. Use of batteries, charger and/or accessories not approved by the manufacturer, incorrect electrical leads or connection
- 4.5.2.19. The cost of repairing, restoring or reconfiguring software
- 4.5.2.20. If the Registered Device is sold by original buyer to other party
- 4.5.2.21. If the Registered Device is moved out of India, or used outside of India, it will not be covered under this Plan
- 4.5.2.22. 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

Servify and 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. Servify and 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. If the mandatory activation & registration of the Registered Device is not completed by installing the OnePlus Care App on the same Registered Device and completing the initial registration and activation within 365 calendar days of purchase of the Device
 - 5.6.3. Due to the inability of the Customer to submit any of the repair request processing and Device purchase documents required by Servify 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 Servify 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. Plan Activation Process

You are mandatorily required to download the OnePlus Care App, register the Registered Device on the app and activate the plan within 365 days of original purchase of the Device. The liability and responsibility of completing the activation process is solely on you (Customer). You may get an automated communication of confirmation of your registration on completing the document upload formalities. Servify or OnePlus may deny any support (i) if the registration is not done as per the above requirements; (ii) if any defect or loss has occurred to the Registered Device prior to completing the mandatory registration.

7. Service Request Process

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

- 7.1. Immediately (not later than 72 Hours from the time of the defect) inform Servify through the OnePlus Care App or Servify Consumer Web Portal (<https://oneplus.servify.tech/>) detailing the defect, and any documentary evidence of the defect.
- 7.2. 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 Servify
- 7.3. Do note that the Customer is eligible only if the Customer has downloaded the OnePlus Care App on the Registered Device & registered the Plan within 365 calendar days of purchase of the Device and before a defect has occurred or started malfunctioning. Additionally, the request is accepted only if the Registered Device was not more than 365 calendar days old when this Plan was purchased, and the Registered Device was in perfect working condition at the time of purchase of the Plan.
- 7.4. Please note, you (Customer) will not handover the Registered Device for repairs at any service centre, 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 requests where the Registered Device is handed over to a service center by you (Customer) before the approval from Servify; any liabilities arising out of such actions before the in-principal approval of the request from Servify will be solely handled by you at your own expense

8. Service Fulfilment Process

- 8.1. Servify provides services through Pick/Drop Support (“PUDO”) Service for the Registered Device, for serviceable locations, for the rest you may visit the nearest OnePlus Authorized Service Centre as indicated in the OnePlus Care App once the approval is provided. You are required to wait until Servify confirms in writing via an email or on a voice call on your registered number or provides an update on the app or on its Consumer Web Portal about the status of the 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 & Servify 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 Servify’s central service hub, details of which will be communicated to you accordingly by Servify
- 8.2. 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 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 that of the original Product
- 8.3. Servify reserves the right to change the method by which they may provide repair service to you, and your Registered Device’s eligibility to receive a particular method of service under this Plan. Service options, parts availability and response times may vary according to the city you live in

9. Your Responsibilities

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

- 9.1. Provide a copy of your Registered Device’s original proof of purchase, if requested
- 9.2. Provide information about the reasons and causes of the defect to the Registered Device
- 9.3. Provide identity proof if requested to verify Customer or User of the Device on which Plan is activated
- 9.4. 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

- 9.5. Follow instructions Servify 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
- 9.6. Make sure to backup software and data residing on the Registered Device. During the fulfillment of service Servify or the ASPs may delete the contents of the covered device and reformat the storage media if necessary. Servify, 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. Servify 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
- 9.7. You will update all the new versions available for the OnePlus Care App from time to time and not delete the OnePlus Care App from the Registered Device, failing which the benefits may stand invalid and you might be asked to download the OnePlus Care App again, and the condition of the Registered Device may be determined at your costs before enabling your entitlement towards the Plan benefits of the Registered Device
- 9.8. Fill and submit the requested forms and the declaration as required for submitting a valid a repair request

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. If the Plan is purchased via other authorised offline channels, you may write to support@servify.tech with your purchase proof, along with the IMEI details of the Registered Device as received from the reseller the with the request for cancellation
- 10.2. If cancellation is done within 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
- 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 Repair Request has been raised, the Plan cannot be cancelled, and no refund is available irrespective of the decision on the Repair Request
- 10.5. Servify may cancel this Plan if service parts for the Registered Device become unavailable, upon thirty (30) days' prior written notice or through a notification within the OnePlus Care App and by offering the refund for the balance period on an applicable pro- rata basis, subject to no repair 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 Servify

11. Transfer of Plan

- 11.1. 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
- 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. 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 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 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 current market value of the registered device. Servify 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 Servify's liability for (i) death or personal injury caused by its negligence, or (ii) fraud. To the extent that liability under such laws and regulations may be limited, Servify's liability is limited, at its sole option, to replace or repair of the registered device or supply of the service

13. General Terms

- 13.1. Servify may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so
- 13.2. Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
- 13.3. You are not required to perform preventative maintenance on the Registered Device to receive service under the Plan, but update the OnePlus Care App from time to time whenever there is a new version available on the Google Play Store or as advised on <https://servify.tech/>
- 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 Servify may, at their discretion and solely for the purposes of monitoring the quality of their response, record part or all of the calls between you and them
- 13.7. Servify have security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Servify regarding the processing of data, and Servify will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact or Service at the support mediums provided such as support@servify.tech
- 13.8. The terms of the Plan, including the original sales receipt of the Registered Device and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Servify's entire understanding with respect to the Plan
- 13.9. Servify is not obligated to renew this Plan. If either Servify does offer a renewal, they will determine the price and terms
- 13.10. There is no informal dispute settlement process available under this Plan
- 13.11. 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
- 13.12. These terms and conditions shall be governed by and construed under the laws of India
- 13.13. 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: customercare@oneplus.net
- 14.3. Servify Customer Service Number: 1 800 123 333 888 (Mon-Sun, 9am-9pm)
- 14.4. Servify Customer Service Email ID: support@servify.tech