Accidental Damage ProtectionPlan

1. *The Plan*

This Accidental Damage Protection Plan governs the support process for accidental physical and fluid damages for OnePlus Device ("Device") sold by ONEPLUS TECHNOLOGY INDIA PRIVATE LIMITED ("OnePlus") through its official sales channels in India in its original packaging. This Plan is not valid for any products that are either refurbished or purchased by a customer post a return from the first customer, even in 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 dueto:

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 ifownership 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

4.5.2.10. Registered Device that has been stolen

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 dateof 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 therequest

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 Call center

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 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 Devicepurchase

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 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 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 toyou, 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.

7.3 Customer is liable to bear the service charges while claiming for repair using there purchased plan for there respective device

7.4 Customer must pay for the service charges of 499 when claiming for repair using the purchased plan.

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
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 onepluscare@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 Call center 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. This Plan is offered and valid only if you are making a purchase in India and using in India

13.4. 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

13.5. 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

13.6. 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 onepluscare@oneplus.com

13.7. 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 underhttps://www.oneplus.in/legal/privacy-policy?from=foot.

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 OnePlus's entire understanding with respect to the Plan

13.9. OnePlus is not obligated to renew this Plan. If either OnePlus doesoffer 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: onepluscare@oneplus.com