Service Contract Terms & Conditions

Section I. Definitions

Throughout this service contract, the following capitalized words have the stated meaning:

• **"We", "Us", "Our", "Obligor", "Provider"**: the party or parties obligated to provide service under this Plan as the service contract provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114; (unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section and applicable to Your jurisdiction).
• **"You", "Your":** the original individual consumer that purchased this Service Contract who is to receive the coverage provided hereunder.
• "**Administrator**", **"Servify"**: the party authorized by Us who is responsible for administrating benefits to You in accordance with the terms and conditions of this Service Contract, Servify US Inc., 1546 NW 56th St, Seattle WA 98107; 24/7 Phone # 1-833-313-3331, (unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Contract and applicable to Your jurisdiction).
• **"Service Contract", "Contract":** this service contract terms and conditions document, which along with the Plan Confirmation makes up Your entire agreement. Benefits under this Service Contract are additional to your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support.
• **"Plan":** the specific Coverage Plan Option under this Service Contract that You have selected and purchased, as indicated on Your Plan Confirmation.
• **"Plan Confirmation"**: the receipt document (email or electronic) provided to You at time of purchase as proof of Your Service Contract purchase that confirms the coverage Plan, the coverage Term, [any applicable Deductible,] and the purchase date of this Service Contract. If you purchased Your Service Contract from the OnePlus website, you may obtain a copy of your Plan Confirmation from the confirmation email you receive. [If you purchased your Service Contract from the OnePlus Care App, you may obtain a copy of your Plan Confirmation within the App, under the "Devices" section.] **"Device Purchase Receipt"**: the receipt document (email or electronic) provided to You when you purchased your Device, which confirms your Device purchase price and Device purchase date.
• [**"Deductible":** the amount You are required to pay, per claim, prior to receiving covered services under this Plan (if any), as indicated on Your Plan Confirmation.]
• **"Term":** the period of time in which the provisions of this Plan are valid, as indicated on Your Plan Confirmation.
• **"Covered Device", "Device":** the eligible OnePlus-branded phone that is covered under this Service Contract, not including accessories, for which You have purchased the Contract from Us.
• **"Breakdown"**, **"Failure":** the mechanical or electrical breakdown of Your Covered Product that results in it no longer being able to function as originally designed and intended, which is caused by defects in the manufacturer's materials or workmanship occurring during normal use of the Product, and **NOT due to normal wear and tear or accidental damage from handling**.
• **"ADH"; "Accidental Damage from Handling":** the damage directly resulting from unintentionally dropping the Covered Product (such as a cracked screen) or spilling liquid onto it. **ADH IS NOT COVERED UNLESS AN "ADH" NOTATION IS SHOWN ON YOUR PLAN CONFIRMATION.**
• **"Power Surge":** damages to a Covered Device resulting from an oversupply of voltage while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL),**but not including damages resulting from the improper installation or improper connection of the Covered Device to a power source.**

Section II. What is Covered

This Contract provides for the labor and/or parts necessary to repair Your Covered Device when You have a covered claim. At Our sole discretion, You may be provided a replacement for Your original Covered Device in lieu of repair. See below for full details:

About Repairs - Parts used for repairs may be new, used, refurbished or parts that perform to the factory specifications of Your original Covered Device.

About Replacements - Reasonable efforts will be made in order to replace Your original Covered Device with the same make/model; however, We reserve the right to replace the original Covered Device with one of equal or similar features and functionality, but We do not guarantee such replacement will be the same color, or model as Your original Covered Device. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Device, and this Contract does not provide any reimbursement for such a cost difference. In the event We provide a replacement device to You, any and all parts and components of Your original Product will become Our property.

During the Contract Term, Servify will provide You with access to a call center and web-based support for Your Covered Device. Administrator support starts on the date You purchase the Contract for Your Covered Device. Support may include assistance with claim registration, determining when hardware service is required or ADH coverage may be applicable.
The Device support is limited to the following: (i) the Covered Device, (ii) the unrooted Operating System ("OS") and OnePlus approved software applications that are designed to operate with the Covered Device ("Consumer Software"). **Exclusions apply as described below.**

Section III. Deductible

[You are required to pay the Deductible amount indicated on Your Plan Confirmation, per covered claim, prior to receiving eligible service under this Contract (if any).]

Section IV. Coverage Plan Options

Coverage under this Service Contract provides for the following, as applicable to Your Plan purchase:

A. OnePlus Extended Warranty Protection Plan – This Plan is only available for purchase at the time and date of purchase of Your purchased Product and will become active on the date Your Device and Plan are purchased, or on the date of Device delivery, whichever is later.

EXTENDED WARRANTY PROTECTION PLAN TERM - Coverage for damages to Your Device resulting from Breakdown and Power Surge, as defined, begins on the same date as Your Device purchase. Coverage for a defined Breakdown becomes effective once the manufacturer's warranty has expired. Upon expiration of the manufacturer's warranty, coverage for Breakdown becomes effective and continues for the Term shown on Your Plan Confirmation.

EXTENDED WARRANTY PROTECTION PLAN REPAIRS LIMIT – You are entitled to unlimited number of covered claims until the accumulated amount that We have paid equals the original purchase price of the Covered Device, as shown on your Device Purchase Receipt or the MSRP of the Covered Device, whichever is highest. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end regardless of any remaining time under the current Contract Term. [Should the entirety of the limit be reached, **You will not be entitled to any refund on premium**.]

EXTENDED WARRANTY PROTECTION PLAN REPLACEMENT LIMIT – You may be entitled to a maximum of one (1) replacement Device, provided at Our sole discretion. While We attempt to provide You with the same make/model of Your Covered Device, We, at Our discretion, may provide a Device of similar functionality, with no guarantee or color, features, or model. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end regardless of any remaining time under the current Contract Term. [Should the entirety of the limit be reached, **You will not be entitled to any refund on premium**.]

B. OnePlus Accidental Damage Protection Plan – This Plan is only available for purchase on the same date and time as Your Original Device purchase and will become active on the date Your Device and Plan are purchased, or on the date of Device delivery, whichever is later.

ONEPLUS ACCIDENTAL DAMAGE PROTECTION PLAN TERM - Coverage for damages to Your Device begins on Your Contract purchase date and continues for the Term shown on Your Plan Confirmation. Coverage for Failure becomes effective once the manufacturer's warranty has expired. Upon expiration of the manufacturer's warranty, coverage for Failure becomes effective and continues for the Term shown on Your Plan Confirmation.

ONEPLUS ACCIDENTAL DAMAGE PROTECTION PLAN CLAIM LIMIT – You are entitled to a maximum of one (1) ADH repair claim (based on the Plan purchased) during the Term of Your Contract. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end regardless of any remaining time under the current Contract Term. [Should the entirety of the limit be reached, **You will not be entitled to any refund on premium**.]

ONEPLUS ACCIDENTAL DAMAGE PROTECTION PLAN REPAIRS LIMIT – You are entitled to an unlimited number of covered claims until the total accumulated amount that We have paid (including ADH) equals the original purchase price of the Covered Device, as shown on your Device Purchase Receipt or the MSRP of the Covered Device, whichever is highest. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end regardless of any remaining time under the current Contract Term. [Should the entirety of the limit be reached, **You will not be entitled to any refund on premium**.]

ONEPLUS ACCIDENTAL DAMAGE PROTECTION PLAN REPLACEMENT LIMIT – You may be entitled to a maximum of one (1) replacement Device, provided at Our sole discretion. While We attempt to provide You with the same make/model of Your Covered Device, We, at Our discretion, may provide a Device of similar functionality, with no guarantee or color, features, or model). Once this limit is reached, Our obligations will be considered fulfilled entirely and

coverage under this plan will end regardless of any remaining time under the current Contract Term. [Should the entirety of the limit be reached, **You will not be entitled to any refund on premium**.]

C. OnePlus Screen Damage Protection Plan – This Plan is only available for purchase on the same date and time as Your Original Device purchase and will become active on the date Your Device and Plan are purchased, or on the date of Device delivery, whichever is later.

ONEPLUS SCREEN DAMAGE PROTECTION PLAN TERM – Coverage for screen damages to Your Device begins on Your Contract purchase date and continues for the Term shown on Your Plan Confirmation.

ONEPLUS SCREEN DAMAGE PROTECTION PLAN CLAIM LIMIT – maximum of one (1) Screen replacement claim during the Term of Your Contract. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end, regardless of any remaining time under the current Contract Term. [Should the entirety of the limit be reached, You will not be entitled to any refund on premium.]

D. OnePlus Comprehensive Protection Plan – This Plan is only available for purchase on the same date and time as Your Original Device purchase and will become active on the date Your Device and Plan are purchased, or on the date of Device delivery, whichever is later

ONEPLUS COMPREHENSIVE PROTECTION PLAN TERM - Coverage for damages to Your Device begins on Your Device and Contract purchase date and continues for the Term shown on Your Plan Confirmation. Coverage for Failure becomes effective once the manufacturer's warranty has expired. Upon expiration of the manufacturer's warranty, coverage for Failure becomes effective and continues for the Term shown on Your Plan Confirmation.

ONEPLUS COMPREHENSIVE PROTECTION PLAN CLAIM LIMIT – You are entitled to a maximum of one (2) ADH repair claim during the Term of Your Contract. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end regardless of any remaining time under the current Contract Term. [Should the entirety of the limit be reached, You will not be entitled to any refund on premium.]

ONEPLUS COMPREHENSIVE PROTECTION PLAN REPAIRS LIMIT – You are entitled to an unlimited number of covered claims until the total accumulated amount that We have paid (including ADH) equals the original purchase price of the Covered Device, as shown on your Device Purchase Receipt or the MSRP of the Covered Device, whichever is highest. Once this limit is reached, Our obligations will be considered fulfilled entirely and coverage under this plan will end regardless of any remaining time under the current Contract Term. [Should the entirety of the limit be reached, **You will not be entitled to any refund on premium**.]

Section V. How to File a Claim

IMPORTANT: The submission of a claim does not automatically mean that the damage to or Breakdown of the Device is Covered under Your Plan and this Contract. In order for a claim to be considered, You have to contact the Administrator first for claim approval and authorization number.

During hardware service, Servify or its repair location may delete the contents of the covered device and reformat the storage media. Servify will return your Covered Device or provide a replacement as the Covered Device was originally configured, subject to applicable updates. Servify may install OS updates as part of hardware service that will prevent the Covered Device from reverting to an earlier version of the OS. Third party applications installed on the Covered Device may not be compatible or work with the Covered Device as a result of the OS update. **WE ARE NOT RESPONSIBLE FOR ANY DELETED OR DAMAGED DATA, PROGRAMS, PASSWORDS, OR ANY OTHER CONTENT ON YOUR DEVICE. You are responsible for backing up your device prior to service and You are responsible for reinstalling all other software programs, data and passwords.**

Section VI. Location of Service

Servify will provide hardware services to You through the **Mail-in service** option. Servify will send You a prepaid shipping label (and, if needed, packaging material). You must ship the Covered Device to the predetermined service site (Servify Service Location) in accordance with Servify's instructions. Once service is complete, the Servify Service Location will return the Covered Device to You. Servify will pay for shipping to and from Your location in case of Mail-in service. **[Should the inspection determine that the damages to the Covered Device are not covered, then You may be responsible for the cost of shipping.]**

Servify may also offer to provide service through other modes if available, such as **Walk-in service** locations (where You can walk-in for service as per Your convenience during the working hours of the service locations as stated by Servify, "Walk-In Service Locations") or shipping label (where a qualified engineer is sent to Your registered address or preestablished address to repair on the spot, "On-Site Service"). Such an offer will be at Our sole discretion and will not be mandatory. In the event of You choosing to Walk-in to a nearby service location for repairs, on the advice of Servify, **You will bear any applicable costs of travel to such service location(s)** and Servify's responsibilities are limited to only covering the repairs as per the terms of the Plan. Similarly, in the event of You choosing On-Site Service, You will be informed of visit charges, if any at the time of scheduling Onsite Service request.

Section VII. What is not Covered (Exclusions)

AS RELATED AND APPLICABLE TO THE COVERED DEVICE(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

A. A pre-existing condition known to You ("pre-existing condition" refers to a condition that within all reasonable probability, relates to the functional fitness of the Covered Device screen before this Contract was purchased);

B. Any claim for service to or replacement of the Covered Device that has not been prior authorized by the Administrator;

C. Servicing of the Covered Device in association with a non-covered claim, and shipping or delivery charges associated with the initial purchase of the Covered Device;

D. Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;

E. Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;

F. Abuse (meaning, the intentional treatment of the Covered Device in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Device;

G. Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Device;

H. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;

I. Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items;

J. Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Device; including, but not limited to batteries;

K. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;

L. Routine, periodic or preventative maintenance;

M. Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Device in conditions outside manufacturer specifications, or use of the Covered Device in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Device in a manner inconsistent with its design or manufacturer specifications;

N. Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Device performed by anyone other than a service center/technician authorized by the Administrator or the manufacturer;

O. Any kind of manufacturer recall or rework order on the Covered Device, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs;

P. Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the Covered Device that does not impede or hinder the normal operational function such as; scratches, abrasions, or changes in color, texture, or finish) or structural imperfections (when such do not impair the overall functionality of the Covered Product);

Q. Service or replacement outside of the United States of America, its territories, or Canada; or

R. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED DEVICE FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Section VIII. Your Responsibilities

PRODUCT PROTECTION: If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Device, **You should make every effort to utilize these product accessories for protection against damage to Your Device**. If You suspect damage or breakdown of Your Device, **You should promptly take reasonable precautions in order to protect against further damage. ANY CLAIM DETERMINED TO BE AS A RESULT OF NEGLECT, NEGLIGENCE, MISUSE OR ABUSE (AS DEFINED) OF OR TO THE COVERED PRODUCT WILL NOT BE COVERED UNDER THIS CONTRACT**.

MAINTENANCE AND INSPECTIONS: If specified in the Device manufacturer's warranty and/or owner's manual, **You must perform all of the care, maintenance and inspections for the Device as indicated**. You may be required to provide proof of fulfilment of such maintenance, care and/or inspection services at time of claim. **ANY CLAIM RESULTING FROM THE LACK OF COMPLIANCE WITH THE PRODUCT MANUFACTURER'S WARRANTY AND/OR OWNER'S MANUAL WILL NOT BE COVERED UNDER THIS CONTRACT**.

Section IX. Limitation of Liability

To the maximum extent permitted by applicable law, Servify and its employees and agents will under no circumstances be liable to you or any subsequent owner of the covered device for any indirect or consequential damages, including but not limited to the 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 Servify and its employees' and agents' liability to you and any subsequent owner arising under the plan shall not exceed the original price paid for the plan. Servify specifically does not warrant that (i) it will be able to repair or replace the covered 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. The benefits conferred by this plan are in addition to any rights and remedies provided under consumer laws and regulations. To the extent that liability under such laws and regulations may be limited, Servify's liability is limited, at its sole option, to replacement or repair of the covered device or supply of the service. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so some or all of the above limitations may not apply to you.

Section X. Cancellation

You may cancel Your Contract at any time for any reason, including if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed. If You decide to cancel this Plan, You may do so by contacting the Administrator. The Cancellation provisions apply to the original purchaser of this Service Contract only.

If You cancel this Contract:

A. Within thirty (30) days of Your purchase or receipt of this Contract, whichever occurs later, You will receive a one-hundred percent (100%) refund of the full Contract purchase price paid by You, minus any claims paid by Us. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

B. After thirty (30) days from Your purchase or receipt of this Contract, whichever occurs later, You will receive a pro-rata refund based on one-hundred percent (100%) of the Contract purchase price paid by You. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

We may only cancel this Contract for:

(a) non-payment of the Contract purchase price by You;
(b) material misrepresentation by You; or
(c) substantial breach of duties under this Contract by You in relation to the Covered Device or its use.

If We cancel this Contract, We will provide written notice to You at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for an effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based on one-hundred percent (100%) of the Contract purchase price paid by You.

Section XI. Transferability

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. Transferability is determined at Our sole discretion and may not be available.

Section XII. Renewability

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.

Section XIII. Guaranty

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any claim or fail to replace the Device covered under this Service Contract within sixty (60) days after the claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

Section XIV. General Terms

a. 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.

b. Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside Servify's reasonable control.

c. This Service Contract is valid and eligible for purchase in the contiguous United States of America, plus Alaska and Hawaii. (NOTICE: all outlying U.S. territories, including but

not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)

d. In carrying out its obligations Servify may, solely for the purposes of monitoring the quality of Servify's response, record part or all of the calls between you and Servify.

e. You agree that any information or data disclosed to Servify under this Plan is not confidential or proprietary to you. Furthermore, you agree that Servify may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with Servify's Privacy Policy listed at https://servify.tech/privacy/.

f. Servify will protect your information in accordance with Servify's Privacy Policy available at https://servify.tech/privacy/. If you wish to have access to the information that Servify holds concerning you or if you want to make changes, access https://oneplus.servify.tech/ to update your personal contact preferences or you may contact Servify on us_support@servify.tech.

g. This Service Contract, including the terms, conditions, limitations, exceptions and exclusions, and Your Plan Confirmation constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

h. There is no informal dispute settlement process available under this Service Contract.

Section XV. Special State Requirements

Regulation of service contracts may vary widely from state to state. Any provision within this Contract that conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama: CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by accessing the OnePlus Care App, using the Consumer Web Portal (https://oneplus.servify.tech) , by emailing Servify at us_support@servify.tech, or by calling (toll-free) 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Failure to call in and report the claim may result in non-payment.

Arizona: WHAT IS NOT COVERED (EXCLUSIONS) - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED (EXCLUSIONS)" section which occurred while owned by You. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund.

Arkansas: HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by accessing the OnePlus Care App, using the Consumer Web Portal (https://oneplus.servify.tech), by emailing Servify at us_support@servify.tech, or by calling (toll-free) 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

California: Servify US Inc. (License No. 87) is the Service Contract Administrator and Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor for this Service Contract.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. GUARANTY is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Contract and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048.

Florida: This Service Contract is between the Provider (License No W493203), Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing the selling dealer or the Administrator, Servify US Inc. of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. GUARANTY is deleted and replaced with the following: This is not an insurance policy, it is a Service Contract. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least thirty (30) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. WHAT IS NOT COVERED (EXCLUSIONS) – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to

the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Nevada: CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for non-payment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increase the service required under the service contract. In no event will any Claims incurred or paid be deducted from any refund. WHAT IS NOT COVERED (EXCLUSIONS) – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261. CANCELLATION is amended as follows: In no event will any Claims incurred or paid be deducted from any refund.

New Mexico: GUARANTY is amended to include: This service contract is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, WescoHelp@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

North Carolina: CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #44200963. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by accessing the OnePlus Care App, using the Consumer Web Portal (https://oneplus.servify.tech), by emailing Servify at

us_support@servify.tech, or by calling (toll-free) 1-833-313- 3331 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Servify US Inc., Service Contract Administrator No. 276. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Contract is canceled.

Utah: Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. GUARANTY is amended as follows: Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by accessing the OnePlus Care App, using the Consumer Web Portal (https://oneplus.servify.tech), by emailing Servify at us_support@servify.tech, or by calling 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment.

Washington: The State of Washington is the jurisdiction for any civil action in connection with this Contract. WHAT IS NOT COVERED (EXCLUSIONS) – What is excluded from coverage is limited to that which is expressly stated under the "WHAT IS NOT COVERED (EXCLUSIONS)" section of this Service Contract. GUARANTY is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator using the Consumer Web Portal (https://oneplus.servify.tech), by emailing Servify at us_support@servify.tech, or by calling 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment. CANCELLATION is amended as follows: If We cancel this Service Contract, We shall provide written notice to

You at the last known address held by Us at least twenty-one (21) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505- 4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.