User Agreement

You are welcome to register an OnePlus account, access our web pages or use our products or services! Before you access our web pages, and experience or use our products or services, please carefully read and understand this User Agreement (the “Agreement”). Once you check the box which indicates that you have agreed to the contents of this Agreement, and click the “Register” button, or continue to access our web pages and use our products or services, you will be deemed to have read and accepted this Agreement, and this Agreement will be legally binding and constitute a legal document which regulates the rights and obligations between you and OnePlus Technology (Shenzhen) Co., Ltd. and its affiliated companies (hereinafter referred to as “OnePlus or “we” or “us”) when you use our products or services. This Agreement shall apply to only OnePlus’s website, community and other products and services, which display or are linked to this Agreement.

**I. Agreement Overview**

1.1 The main contents contained herein include: the registration and use of account, intellectual property rights and privacy protection, termination of services, liability exemption, legal liability, application of law, jurisdiction, information feedback, notification service, etc. When registering a OnePlus account, and accessing or using our products or services, you shall also comply with our other related agreements (if any), for example, OnePlus[Privacy Policy](https://www.oneplus.com/uk/legal/privacy-policy), Use of Cookies,Term of Sales, Community Terms and Rules, etc. If you refuse to accept the contents contained herein, please **not** click the “Register” button, nor access or experience or use in any other way our products or services.

1.2 You know and agree that this Agreement may be amended by OnePlus, but such amendments are aimed at providing better services to you or is made in accordance with mandatory provisions of laws and regulations. Occassionally, amendments to the wording of this Agreement may be made in order to enhance the legibility. If any material amendment is made to this Agreement, which reduces or abridges your rights or interests, OnePlus will notify you via the contact details you have provided or through public announcement. If, after receiving the above amendment notification, you continue to use OnePlus’s products or services, you will be deemed to have known such amendment and agree to be bound by the terms thereof.

1.3 Our products and services are mainly targeted at adults. If you are a minor, please experience or use our products and services with the consent of your parent or legal guardian.

**II. Registration and Use of OnePlus Account**

2.1 OnePlus account refers to the identification tool which is owned and managed by OnePlus and which is used for verifying the identity of, and providing services to, the user. As a registered user, you only have the right to use the OnePlus account registered in your own name. You may access our web pages and experience our products and services without the need to register an OnePlus, but you can enjoy more services and experiences by registering for a OnePlus account. For example, you can receive the latest information on OnePlus; participate in OnePlus activities; upload your personal photos; share comments and feedback; and purchase OnePlus goods through your OnePlus account.

2.2 You warrant that information you have provided when registering your OnePlus account is accurate, truthful, legal, and valid and belongs solely to you. If any of the above information changes after you have registered for your OnePlus account, you will be responsible for logging into your OnePlus account to update your information in a timely manner.

2.3 Your OnePlus account serves as verification to enable you to experience the services on the OnePlus platform. You must safeguard your OnePlus account details and password. If the password to your OnePlus account is lost, you can contact us and retrieve your password. If you find that another person is using your OnePlus account without your permission, please notify us immediately. We will work with you to address such problems so as to avoid or mitigate any loss.

2.4 When using your OnePlus account, in addition to local, regional and national laws and regulations, you shall act in a way that is consistent with public morality and common decency. All User Content(User Content refers to all kinds of information published or upload throught OnePlus Accounts, including text, images, videos, and software.) must relate to OnePlus products, services, or other offerings on the Site. You shall not take any actions, or cause any actions to be taken, which infringe upon the lawful rights and interests of any third party. Further, you may not use your OnePlus account to advertise; sell goods or services; or engage in any other commercial activities. You shall be responsible for all acts related to your OnePlus account, unless you are able to provide contrary evidence demonstrating that such acts were not carried out by you.

2.5 You agree that when you use your OnePlus account to receive services provided by OnePlus, OnePlus, or any of OnePlus’s third party partners, is permitted to send any commercial or non-commercial information to the contact details you have provided or directly through the OnePlus account in a manner consistent with applicable law.

2.6 Fees: you need to use a mobile phone, computer or other terminal devices to connect to the Internet before you can use your OnePlus account. In the process, you may be required to pay network connection fees, mobile phone data fees, or other expenses. If you purchase goods through your OnePlus account, you will likely be required to make payment though a third party payment provider such as a credit card or other financial services provider, which may charge you a fee. You will be responsible for any such fees.

2.7 If you need to register or use Products and/or Services provided in a jurisdiction other than your local jurisdiction through your OnePlus Account, you should also comply with all applicable laws in the jurisdiction where such Products and/or Services are provided, as well as the Terms of Service, Community Rules and other rules or policies that may apply to such Products and/or Services.

**III. Intellectual Property Rights and Privacy Protection**

3.1 All intellectual property rights in the OnePlus website, including but not limited to copyright to the software, and any imagery, shall vest solely with OnePlus. The intellectual property rights of the whole contents of OnePlus’s network platform and OnePlus account shall be owned by OnePlus, except for the contents to which you enjoy copyright under relevant law. OnePlus owns or has obtained legal authorization of all design drawings involved in OnePlus network platform and OnePlus account and other drawings, products, and service names. Without OnePlus’s prior written consent, you may not duplicate, issue, exhibit, translate, compile, or through information network spread, the above drawings, products, and service names, or use the same for any purposes.

3.2 You shall own all intellectual property rights in the words, pictures, music, videos, software and other information published you have uploaded using your OnePlus account while using OnePlus services. You hereby agree to grant to OnePlus a non-exclusive, perpetual, irrevocable right to use (including but not limited to the rights to duplicate, issue, exhibit, translate, compile, or spread through information network, etc.) the above information. You further agree that OnePlus may sublicense such rights. If you discover that there is any unsigned works on the OnePlus platform, and you are the author or rightholder please promptly contact us. We will consider your request and properly deal with such problem as quickly as possible.

3.3 You warrant that you are the copyright owner of or have obtained legal authorization of the information published and uploaded by you by using your OnePlus account at the time of your use of OnePlus services, and such information will not infringe upon the lawful rights and interests of any third party. If any third party raises a lawful and reasonable objection to the above information, OnePlus reserves the right to delete relevant information based on the circumstances, and take appropriate legal action to hold you accountable.

3.4 OnePlus values your privacy. We will make every reasonable endeavor to protect your privacy. In the course of your use of you OnePlus account, we may collect, store, dispose, share, and use your personal information and non-personal information. Any matter related to privacy protection shall be addressed in accordance with OnePlus’s Privacy Policy.

**IV. Service Termination**

4.1 In order to make full use of the resources available through your OnePlus account, if you fail to activate your OnePlus account after submitting your information; fail to initially login and use your OnePlus account in a timely manner after registering your OnePlus account; or fail to log in and use your OnePlus account within designated continuous period of time; or violate the terms of this Agreement, OnePlus shall have the right to terminate the use of your OnePlus account and discountinue its provision of services to you.

4.2 You understand and agree that OnePlus shall have the right to temporarily or permanently terminate all or part of the services at any time in accordance with its own business needs. If such termination materially affects your rights or interests, OnePlus will provide you with written notice via the contact details you have provided. You shall take proper measures to address any virtual property involved in your OnePlus account within seven (7) working days of the receipt of the above notice. If you fail to do so in accordance with the methods prescribed by OnePlus in a timely manner, you shall solely assume all related liabilities.

**V. Disclaimer**

5.1 OnePlus explicitly disclaims all warranties with respect to the accuracy, truthfulness, and completeness of any information contained on the OnePlus website.. If you intend to take any actions based on the above “information”, you shall be solely responsible for distinguishing the accuracy and truthfulness of such information and shall be responsible for taking reasonable measures to mitigate any such risk. OnePlus shall not be responsible for the consequences arising from your acts. When receiving the services from OnePlus, you may come into contact with uncomfortable or offensive information. In no event shall OnePlus be liable for any such information. However, OnePlus will deal with the said information as soon as practicable possible upon discovery. OnePlus shall not be held liable for any losses or damages arising from or relating to your use of the website not directly associated with OnePlus, whether direct, indirect, accidental, special, consequential, or punitive.

5.2 Given the special nature of Internet services, you understand and agree that under none of the following circumstances shall OnePlus be held liable for your losses (including but not limited to property loss, earning loss, loss of data, etc., or other intangible losses):

* If OnePlus system fails and cannot normally operate due to an event of force majeure, including but not limited to an earthquake, tsunami, typhoon, flood, coup, war, terrorist attack, sudden power failure, strike of workers, etc.;
* If the services provided by OnePlus platform are suspended or delayed due to hacker attack, computer virus, Trojan Horse and/or any other malicious programs;
* If the services provided by OnePlus platform are suspended or delayed due to technical adjustments or malfunctions, or system maintenance, etc. of telecommunication departments and network operators;
* If the services provided by OnePlus platform are delayed, suspended or terminated due to the change of laws and regulations, or order and ruling of judicial authorities, administrative organs and other departments, etc.;
* If you suffer losses due to your use of your OnePlus account in violation of relevant provisions, or you use your account improperly.

**VI. Liability for Breach of Contract**

6.1 If OnePlus finds or receives complaints or reports from others that you have violated any provisions of this Agreement, OnePlus shall, without prior notice, have the right to at any time delete and shield the relevant information you have published or uploaded. Depending on severity of circumstances, OnePlus reserves the right to impose punishment against you, including but not limited to warning, restriction on, or prohibition of, your use of all or part of functions, account closure until account cancellation, or other appropriate actions such as providing public warnings. You shall solely be held responsible for any related losses

6.2 If your acts cause losses to OnePlus, including but not limited to direct losses, reputation losess, third party penalties, claims, etc., OnePlus shall have the right to seek indemnity from your for any such losses it has experienced.

6.3 If any dispute between you and a third party occurs due to your violation of the provisions of this Agreement, you shall be solely responsible for all related consequences, and indemnify and hold OnePlus harmless. In such a case, OnePlus has no obligation to assist you in settling such dispute and you shall not involve OnePlus in any such settlement.

6.4 Limitation on Liability: For any loss (regardless of the type of loss) you suffer for whatever reason in the course of your use of your OnePlus account, in no event shall OnePlus be held liable for damages in excess of the price you have paid to OnePlus, unless otherwise expressly provided for under applicable laws or regulations.

**VII. Applicable Law and Dispute Resolution**

7.1 Any issue arising from or relating to this Agreement,, including its execution, performance or lack thereof, interpretation, or the settlement of related disputes shall be governed by the laws of the Netherlands, without regard to the conflict of law provisions. If there is any conflict between a provision of this Agreement and laws and regulations, the laws and regulations shall prevail. If a provision of this Agreement is held invalid, the validity of the remaining provisions hereof shall not be affected.

7.2 Any dispute arising from the performance of this Agreement shall be settled by the Parties through friendly consultation. If no settlement can be reached through friendly consultation, either Party may bring a claim before a court of competent jurisdiction in the place where defendant is located.

7.3 The European Commission's Online Dispute Resolution Platform has been introduced to help consumers who have purchased goods or services online, but then suffer a problem with that purchase. The platform can be found here: <http://ec.europa.eu/consumers/odr>.

**VIII. Information Feedback**

8.1 Any important from OnePlus may be sent to you via the e-mail, mobile phone number, mailing address and other contact details you provided when you registered your OnePlus account, or by publishing such information through the OnePlus platform. Information sent by electronic communication modes shall be deemed as effectively given at the time received on your electronic equipment. Information sent by courier shall be deemed as effectively given on the third (3rd) day after it is sent by courier service.

8.2 If you have any opinions, advice or doubts with respect to this Agreement or our products or services, please provide us with feedback regarding the same at any time. Our contact information is as follows:

* E-mail Address: support@oneplus.com;
* Mailing Address: Floor 18, Block C, Tairan Building, 8th Tairan Rd, Chegongmiao, Futian District, Shenzhen 518040, China;

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**This Agreement is updated on July, 2024.**