Website Terms of Use

**I. Acceptance of the Terms of Use**

1.1 These Website Terms of Use, together with any documents they expressly incorporate by reference and/or make available via a hyperlink herein (collectively, the “Terms of Use”), are entered into by and between ONEPLUS USA CORP., a Nevada corporation, and its licensors and affiliates (referred to herein as “OnePlus,” “we,” or “us”), and user(s) (referred to herein as “you” and “your”) of [www.oneplus.com](http://www.oneplus.com/), including any content, functionality, and services offered on or through [www.oneplus.com](http://www.oneplus.com/) (collectively, the “Site”). The Terms of Use govern your access to and use of the Site, whether as a guest or a registered user.

1.2 Please read the Terms of Use carefully before you start to use the Site. By using the Site, and/or or by clicking to accept or agree to the Terms of Use when/if you register a oneplus account, you accept and agree to be bound and to abide by these Terms of Use and our [Privacy Policy](https://www.oneplus.com/legal/privacy-policy), incorporated herein by reference. If you do not want to agree to these Terms of Use or the [Privacy Policy](https://www.oneplus.com/legal/privacy-policy), you must not access or use the Site.

1.3 THESE TERMS OF USE CONTAIN BOTH A MANDATORY INDIVIDUAL ARBITRATION PROVISION AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION. THESE PROVISIONS REQUIRE THE USE OF ARBITRATION (OR SMALL CLAIMS COURT) ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY USING THE SITE, YOU EXPRESSLY AGREE TO BE BOUND BY AND ABIDE BY THEM, INCLUDING THE MANDATORY INDIVIDUAL ARBITRATION PROVISION AND THE CLASS ACTION/JURY TRIAL WAIVER PROVISION. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT ACCESS OR USE THE SITE AND MUST IMMEDIATELY DISCONTINUE ANY AND ALL USE OF THE SITE.

1.4 This Site is offered and available to users who are eighteen (18) years of age or older. By using this Site, you represent and warrant that you meet the foregoing eligibility requirement or that you do so with the consent of your parent or legal guardian. Otherwise, you must not access or use the Site.

**II. Changes to the Terms of Use; Changes to the Site**

2.1 We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out in Articles XVII and XVIII, below, will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Site. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

2.2 The information contained in this Site is subject to change without notice.

2.3 We may update the content on this Site from time to time, but its content is not necessarily complete, up-to-date, or error-free (including content related to product or service availability, specifications, features, or prices). In the event of a pricing or other error, we reserve the right to revoke offers, cancel orders, and correct errors or omissions, including after an order has been placed. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

**III. Accessing the Site, Accounts, and Security**

3.1 Certain features or services offered on or through the Site may require you to open an account (including setting up a OnePlus ID and password). You may access our Site and experience our products and services without the need to register a OnePlus account, 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. Moreover, all OnePlus account holders will become members of Red Cable Club and may thereby qualify for privileges and rewards.

3.2 To register your OnePlus account, you will be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is accurate, current, legal, and belongs solely to you. You agree that all information you provide to register with the Site or otherwise (including through the use of any interactive features on the Site) is governed by our [Privacy Policy](https://www.oneplus.com/legal/privacy-policy), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](https://www.oneplus.com/legal/privacy-policy). 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.

3.3 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.

3.4 You must safeguard your OnePlus account details, OnePlus ID, and password. You must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your OnePlus ID, password, or other security information. You are entirely responsible for any and all activity that occurs under your account as a result of your failing to comply with the foregoing. You agree to notify us immediately of any unauthorized access to or use of your OnePlus ID or password, or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You may be held liable for losses incurred by OnePlus or any other user of or visitor to the Site due to someone else using your OnePlus ID, password, or account as a result of your failing to keep your account information secure and confidential.

3.5 You only have the right to use the OnePlus account registered in your own name, and you may not use anyone else’s OnePlus ID, password, or account at any time without the express permission and consent of the holder of that OnePlus ID, password, or account. OnePlus cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

3.6 We reserve the right to do any of the following, at any time and in our sole discretion, without notice: (i) to modify, suspend, or terminate operation of or access to the Site, or any portion of the Site, for any reason; (ii) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; (iii) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes; and (iv) to restrict access to some parts of the Site, or the entire Site, to registered users. We will not be liable if for any reason all or any part of the Site, or any OnePlus account(s), are unavailable at any time or for any period in accordance with our own business needs.

3.7 You are responsible for both: (i) making all arrangements necessary for you to have access to the Site; and (ii) ensuring that all persons who access the Site through your Internet connection are aware of these Terms of Use and comply with them.

3.8 We have the right to disable any OnePlus ID, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

**IV. Intellectual Property Rights**

4.1 All intellectual property rights in and to the Site and its entire contents, features, and functionality (including but not limited to all information, software, text, graphics, trademarks, logos, displays, images, artwork, computer code, video, and audio (collectively, “Content”), and the design, structure, selection, arrangement, and expression of such Content) are owned by OnePlus, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, trade dress, and other intellectual property rights and unfair competition laws.

4.2 These Terms of Use permit you to use the Site for your personal, non-commercial use only. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site. Except as expressly provided in these Terms of Use, you must not copy, reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, post, download, store, or transmit any Content. You may use information relating to OnePlus products and services purposely made available by OnePlus for downloading from the Site, provided that you: (i) print or download one copy for your own personal, non-commercial use and not for further reproduction, publication, or distribution; (ii) do not modify copies of any materials from this Site; and (iii) do not delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Site. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

4.3 If you register for a OnePlus account, join Red Cable Club, or utilize other features offered through the Site, you may take such actions as are enabled by such features, subject to these Terms of Use, OnePlus’s [Community Terms of Service and Rules](https://www.oneplus.com/legal/privacy-policy), and other applicable terms and conditions.

4.4 If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any Content on the Site is transferred to you, and all rights not expressly granted are reserved by OnePlus. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

4.5 OnePlus’s name and logo, and all related names, logos, product and service names, designs, and slogans, are trademarks of OnePlus or its affiliates or licensors. You must not use such marks without the prior written permission of OnePlus. All other names, logos, product and service names, designs, and slogans on the Site are the trademarks of their respective owners.

**V. Copyright Infringement**

If you believe that any User Content (as defined in Article VII below) violates your copyright, please see our [Copyright/Intellectual Property Policy](https://www.oneplus.com/legal/privacy-policy) for instructions on sending us a notice of copyright infringement in  accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”).  It is the policy of OnePlus to terminate the user accounts of repeat infringers.

**VI. Prohibited Uses**

6.1 You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

• In any way that violates these Terms of Use or any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).

• For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

• To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set forth in Article IX, below, of these Terms of Use.

• To impersonate or attempt to impersonate OnePlus, a OnePlus employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

• To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm OnePlus or users of the Site, or expose them to liability.

• In any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Site, including their ability to engage in real-time activities through the Site.

• To attempt to obtain or harvest any information or data through any means not purposely made available through the Site.

• To infringe our intellectual property rights or the rights of anyone else, or to solicit the performance of any illegal activity or other activity which infringes the rights of OnePlus or others.

6.2 In addition to the foregoing restrictions on your use of the Site, you also agree not to:

• Use any (i) robot, spider, or other automatic device, process, algorithm, or means to access the Site for any purpose, including monitoring or copying any of the Content on the Site; or (ii) manual process to monitor or copy any of the Content on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

• Use any device, software, or routine that interferes with the proper working of the Site, any transaction being conducted on the Site, or any other person’s use of the Site.

• Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

• Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

• Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, or the server on which the Site is stored, or any server, computer, database, system, or network connected to the Site, by hacking, password mining, or any other illegitimate means.

• Attempt to probe, scan, or test the vulnerability of the Site or any network connected to the Site, or breach the security or authentication measures on the Site or any network connected to the Site.

• Attempt to reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site, or any other customer of OnePlus, including any OnePlus account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

• Reverse engineer, decompile, disassemble, or make any attempts to discover the source code or algorithms of the Site, or create any derivative works based on the Site.

• Circumvent the Site’s navigational structure, or otherwise attempt to interfere with the proper working of the Site in any way.

**VII. User Content**

7.1 The Site may contain interactive features that allow users (e.g., using their OnePlus account while using OnePlus services) to upload, post, submit, publish, display, create, transmit, or otherwise provide to other users or other persons words, documents, pictures, music, videos, software, media files, and other information, content, or materials (collectively, “User Content”) on or through the Site.

7.2 All User Content must comply with the Content Standards set out in Article IX, below, of these Terms of Use.

7.3 When you share User Content, you continue to own the intellectual property rights thereto and you are free to share it with anyone else wherever you want. However, any such User Content will be considered non-confidential and non-proprietary. By sharing any User Content on the Site, you grant to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, a non-exclusive, unlimited, worldwide, royalty-free, and irrevocable right to use, copy, reproduce, modify, perform, display, distribute, translate, publish, and otherwise disclose to third parties any such material for any purpose. You further agree that OnePlus may sublicense such rights.

7.4 YOU REPRESENT AND WARRANT THAT: (I) YOU OWN OR CONTROL ALL RIGHTS IN AND TO THE USER CONTENT AND HAVE THE RIGHT TO GRANT THE LICENSE GRANTED ABOVE TO US AND OUR AFFILIATES AND SERVICE PROVIDERS, AND EACH OF THEIR AND OUR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS; (II) ALL OF YOUR USER CONTENT DOES AND WILL COMPLY WITH THESE TERMS OF USE; (III) SUCH USER CONTENT WILL NOT INFRINGE UPON THE LAWFUL RIGHTS AND INTERESTS OF ANY THIRD PARTY; AND (IV) THE USER CONTENT WILL COMPLY WITH AND CONFORM TO ANY AGE CLASSIFICATION RULES AND REQUIREMENTS (INCLUDING ACCURATE AND ADEQUATE CLASSIFICATION AND RATING OF ANY USER CONTENT, AS THE CASE MAY BE) UNDER APPLICABLE LAW. If any third party raises a lawful and reasonable objection to your User Content, OnePlus reserves the right to delete relevant information based on the circumstances, and to take appropriate legal action to hold you accountable.

7.5 YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ANY USER CONTENT YOU SUBMIT OR CONTRIBUTE, AND YOU, NOT ONEPLUS, HAVE FULL RESPONSIBILITY FOR ANY CONSEQUENCES ARISING IN CONNECTION WITH THAT USER CONTENT AND ITS LEGALITY, RELIABILITY, ACCURACY, AND APPROPRIATENESS (INCLUDING ANY LOSS OR DAMAGE SUFFERED OR INCURRED BY US OR OTHER USERS). We are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Site. We are not responsible if any of your User Content or other data is lost, and you should keep local copies or make backups of such User Content and other data in case of any such loss.

**VIII. Monitoring and Enforcement; Termination**

8.1 OnePlus, in its sole discretion and without prior notice, may: (i) remove or refuse to post any User Content for any or no reason; (ii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site; or (iii) suspend or terminate your access to all or part of the Site (including the use of any OnePlus account) for any or no reason, including, without limitation, any violation of these Terms of Use.

8.2 OnePlus may also take any other action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content (intentionally or unintentionally) violates the Terms of Use (including the Content Standards set forth in Article IX below), infringes any intellectual property right or other right of OnePlus or any other person or entity, threatens the personal safety of users of the Site or the public, or could create liability for OnePlus. OnePlus also may disclose your identity or other information (including any transmittal or communication by you through the Site or any service offered on or through the Site) about you if we determine (subject to applicable laws and our [Privacy Policy](https://www.oneplus.com/legal/privacy-policy)) that such disclosure is necessary: (i) to enforce our legal rights under these Terms of Use and to protect the security and integrity of the Site; or (ii) in connection with any claim by OnePlus or a third party that material posted by you violates their rights, including their intellectual property rights or their right to privacy (including exchanging information with other companies and organizations for fraud protection purposes).

8.3 Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS ONEPLUS AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ONEPLUS OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER ONEPLUS OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

8.4 We do not, however, undertake to review all material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. Nonetheless, OnePlus will deal with the said objectionable material as soon as practicable/possible upon discovery.

8.5 You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to OnePlus, for which monetary damages would be inadequate, and you consent to OnePlus obtaining any injunctive or equitable relief that OnePlus deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies OnePlus may have at law or in equity. Moreover, if OnePlus does take any legal action against you as a result of your violation of these Terms of Use, OnePlus will be entitled to recover from you, and you agree to pay, all reasonable attorneys’ fees and costs of such action, in addition to any other relief granted to OnePlus. You agree that OnePlus will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

**IX. Content Standards**

9.1 The following content standards (“Content Standards”) apply to any and all User Content and use of the Site’s interactive features (e.g., OnePlus accounts). All User Content must relate to OnePlus products, services, or other offerings on the Site. Additionally, User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations.

9.2 Without limiting the foregoing, User Content must not: (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](https://www.oneplus.com/legal/privacy-policy); (v) be likely to deceive any person; (vi) promote any illegal activity, or advocate, promote, or assist any unlawful act; (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; (viii) impersonate any person, or misrepresent your identity or affiliation with any person or organization; (ix) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or (x) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**X. Privacy**

All personal and non-personal information we collect, store, dispose of, share, and use on this Site (or in the course of your use of your OnePlus account) is subject to our [Privacy Policy](https://www.oneplus.com/legal/privacy-policy). By using the Site, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](https://www.oneplus.com/legal/privacy-policy). Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

**XI. Online Purchases and Other Terms and Conditions**

11.1 All purchases through our Site or other transactions for the sale of goods or services formed through the Site, or resulting from visits made by you, are governed by our [Terms of Sale](https://www.oneplus.com/legal/privacy-policy), which are hereby incorporated into these Terms of Use. If you wish to purchase products or services described on the Site, you will be asked to supply certain information applicable to your purchase, including credit card and shipping information. You may be able to store your information with your OnePlus account, which allows you to make future purchases without re-entering information.

11.2 Additional terms and conditions may also apply to specific portions, services, or features of the Site, including contests, promotions, registering a OnePlus account, or other similar features. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use, including, without limitation, OnePlus’s [Privacy Policy and Copyright/Intellectual Property Policy](https://www.oneplus.com/legal/privacy-policy).

11.3 All information provided by you must be accurate, complete, and correct. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the items, products, or services that you have requested. Receiving an order acknowledgement via email or confirmation page does not guarantee the acceptance of an order.

**XII. Social Media and Links to Other Sites**

12.1 This Site may provide certain social media features. You may use these features solely in accordance with any additional terms and conditions we provide with respect to such features. We welcome you to share User Content and information about our products and services through social media. When you use social media to share Content from the Site, you grant us the right to reproduce and publish your social media posting and to use the username or social media handle that you used when sharing the Content. You are responsible for complying with the terms and conditions of social media platforms.

12.2 The website from which you are linking, or on which you make certain Content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion. Subject to the foregoing, you must not otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

12.3 If the Site contains links to other sites for purposes of connecting you with useful resources provided by third parties (e.g., financing options, mobile service, phone insurance, etc.), these links are provided for your convenience only. We do not endorse and have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any such third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**XIII. Geographic Restrictions**

The owner of the Site is based in the State of California in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its Content is accessible or appropriate outside of the United States. Claims about our features, products, or services are limited to the United States and the Site is solely intended to promote features, products, and services that are provided in the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**XIV. Disclaimer of Warranties**

14.1 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, loss of goodwill, or other intangible losses):

• If OnePlus’s system fails and cannot normally operate due to an event of force majeure, including but not limited to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, coup, war, terrorist attack, embargo, natural disasters, acts of God, flood, fire, sabotage, and fluctuations or non-availability of electrical power.

• If the services provided by OnePlus’s platform are suspended or delayed due to hacker attack, computer virus, Trojan horse, and/or any other such malicious programs or acts.

• If the services provided by OnePlus’s platform are suspended or delayed due to technical adjustments, malfunctions, or system maintenance (or any other network, technology, communication line, or information security management measures or issues) on the part of third-party telecommunication departments and network operators.

• If the services provided by OnePlus’s platform are delayed, suspended, or terminated due to governmental control, the change of laws and regulations, or order and ruling of judicial authorities, administrative organs, and other departments.

• If you suffer losses due to your use of your OnePlus account or the Site in violation of relevant provisions, or you use your account or the Site improperly.

14.2 You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Site for any reconstruction of any lost data. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE, ANY FEATURE OF THE SITE, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE, OR DUE TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SITE, OR ON ANY WEBSITE LINKED TO IT.

14.3 YOUR USE OF THE SITE, ITS CONTENT, ANY FEATURE OF THE SITE, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ONEPLUS NOR ANY PERSON ASSOCIATED WITH ONEPLUS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER ONEPLUS NOR ANYONE ASSOCIATED WITH ONEPLUS REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, ANY FEATURE OF THE SITE, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE SITE WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU OR THE INFORMATION YOU PROVIDED) FROM UNAUTHORIZED ACCESS, OR THAT THE SITE, ANY FEATURE OF THE SITE, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS OR PROVIDE SPECIFIC RESULTS.

14.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONEPLUS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, WORKMANLIKE EFFORT, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

14.5 WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THIRD-PARTY SERVICES, ADVERTISEMENTS, CONTENT, OR ANY OTHER PRODUCTS, WEBSITES, OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE SITE. ONEPLUS DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR AFFILIATES SHALL BE DEEMED TO ALTER OUR DISCLAIMER OF WARRANTY REGARDING OUR SITE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM US.

14.6 YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST ONEPLUS FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

14.7 THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**XV. Limitation of Liability**

15.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ONEPLUS, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF OPPORTUNITY, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, OR ANY OTHER INTANGIBLE LOSSES, AND WHETHER BASED ON TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY, STATUTE, OR OTHERWISE, EVEN IF ONEPLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND EVEN FOR ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM.

SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT THIS LIMITATION IS REASONABLE GIVEN THE BENEFITS OF THE SITE AND YOU WILL ACCEPT SUCH RISK AND/OR INSURE ACCORDINGLY.

15.2 IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF USE, ONEPLUS IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR ANY CONTENT, THE COLLECTIVE LIABILITY OF ONEPLUS, ITS AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS SHALL IN NO EVENT EXCEED THE GREATER OF (I) US$100.00; OR (II) THE AMOUNT YOU HAVE PAID TO ONEPLUS (IN THE SIX (6) MONTHS PRIOR TO THE DATE OF YOUR INITIAL CLAIM) FOR THE APPLICABLE CONTENT, PRODUCT(S), OR SERVICE(S), INCLUDING ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO YOUR ONEPLUS ACCOUNT (OR ANY OTHER SERVICE OR FEATURE OF OR ON THE SITE), OUT OF WHICH THE LIABILITY AROSE.

SOME JURISDICTIONS DO NOT ALLOW SUCH A CAP ON LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR DEATH OR BODILY INJURY CAUSED BY PRODUCTS YOU PURCHASE, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

15.3 NONE OF THE FOREGOING PROVISIONS AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**XVI. Indemnification**

You agree to defend, indemnify, and hold harmless OnePlus, its affiliates, licensors, and service providers, and its and their respective officers, directors, shareholders, employees, contractors, agents, licensors, suppliers, predecessors, successors, and assigns, from and against any third-party claims, actions, demands, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to: (i) your violation of these Terms of Use; (ii) your use of the Site, including, but not limited to, your User Content, any use of the Site’s Content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Site; or (iii) any violation of any laws or regulations or the rights of any third party by you.

**XVII. Governing Law; Jurisdiction; Limitation on Time to File Claims**

17.1 All matters arising out of or relating to the Site and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), are governed by and construed in accordance with the Federal Arbitration Act (“FAA”) and (only to the extent not inconsistent with the provisions of Article XVIII below and the substantive and procedural provisions of the FAA) the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California. The arbitrator will not be bound by rulings in other arbitrations involving OnePlus to which you are not a party. Other than claims that must be resolved through binding arbitration (or that may be brought in small claims court), any disputes relating to these Terms of Use or the Site will be litigated exclusively in the federal or state courts of Santa Clara County, California; the parties consent to personal and exclusive jurisdiction in these courts and waive any objection to such jurisdiction and venue. Notwithstanding the foregoing, other than claims that must be resolved through binding arbitration (or that may be brought in small claims court), OnePlus reserves the right to institute proceedings and/or apply for injunctive remedies (or any equivalent type of urgent legal relief) against the user in the courts having jurisdiction in the place where the user has its seat or in any jurisdiction where harm to OnePlus is occurring.

17.2 These Terms of Use will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

17.3 ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**XVIII. Dispute Resolution and Binding Arbitration**

**READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ONEPLUS.**

18.1 YOU AND ONEPLUS ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT AS FURTHER SET FORTH BELOW IN THIS SECTION 18) OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

18.2 EXCEPT AS OTHERWISE PROVIDED BELOW, ANY AND ALL CLAIMS, DISPUTES, OR CONTROVERSIES (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING, WITHOUT LIMITATION, STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE, AND EQUITABLE CLAIMS) BETWEEN YOU AND ONEPLUS, ARISING FROM OR RELATING IN ANY WAY TO, AMONG OTHER THINGS, (I) THE SITE; (II) THESE TERMS OF USE AND PRIOR VERSIONS OF THESE TERMS OF USE, OR THE EXISTENCE, BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, SCOPE, WAIVER, OR VALIDITY THEREOF; OR (III) YOUR RELATIONSHIP WITH ONEPLUS (COLLECTIVELY, THE “COVERED DISPUTES”), WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION, REGARDLESS OF WHETHER THE COVERED DISPUTE OCCURRED OR ACCRUED BEFORE OR AFTER THE DATE YOU AGREED TO THESE TERMS OF USE.

18.3 Notwithstanding any choice of law or other provision in these Terms of Use, this agreement to arbitrate evidences a transaction involving interstate commerce and the FAA will govern its interpretation, enforcement, and proceedings pursuant thereto. It is the intent of the parties to be bound by the provisions of the FAA for all purposes, that the applicable arbitration provider’s rules shall preempt all state laws to the fullest extent permitted by law, and that the agreement to arbitrate be broadly interpreted.

18.4 This agreement to arbitrate applies (i) whether your dispute is with OnePlus, its subsidiaries, affiliates, or parent company, or any suppliers or service providers involved with the Site or OnePlus’s products and services, and their officers, directors, employees, agents, assigns, predecessors, and successors; and (ii) regardless of the legal theory on which you base your claim (such as breach of warranty, breach of contract, negligence, etc.). This agreement to arbitrate will also be binding upon, and shall include any claims brought by, any other third parties, including, without limitation, your spouse, heirs, third-party beneficiaries, successors, and assigns, where their underlying claims arise out of or relate to a Covered Dispute.

18.5 For Covered Disputes specifically relating to these Terms of Use or the Site, this agreement to arbitrate supersedes any terms regarding dispute resolution in any other agreement between you and OnePlus and contains the whole agreement between you and OnePlus with respect to any such disputes or claims.

18.6 The arbitration shall be conducted by a single arbitrator and will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures applicable to consumer disputes, and in accordance with the Expedited Procedures in those Rules, unless the parties agree to JAMS’ Streamlined Arbitration Rules and Procedures (collectively, the “JAMS Rules”), except as modified by this Article XVIII. The JAMS Rules are available online at [www.jamsadr.com](http://www.jamsadr.com/).

18.7 For disputes arising in a jurisdiction where JAMS cannot or will not administer the arbitration, the parties shall be required to meet and confer to select a neutral arbitration provider. Such an arbitration provider shall have operations in the state in which the dispute arises. If the parties are unable to mutually agree upon an arbitration provider, then either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in the state in which the dispute arises. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis as set forth herein. Once the parties mutually agree upon a neutral arbitration provider, or an arbitrator provider is appointed under 9 U.S.C. § 5, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider, except as otherwise designated herein. Once an arbitration provider is agreed upon or appointed, an arbitrator shall be appointed. The arbitrator will be either (i) a retired judge, or (ii) an attorney licensed to practice law in the state where the arbitration is conducted with experience in the law underlying the dispute. The arbitrator will be selected by the parties from the applicable arbitration provider’s roster of arbitrators. If the parties are unable to agree upon an arbitrator after a good faith meet and confer effort, then the applicable arbitration provider will appoint the arbitrator in accordance with its rules.

18.8 We each agree that, as a condition precedent to initiating any arbitration or other legal proceedings, the parties shall make a good faith effort to resolve any Covered Dispute. In the event that the parties are unable to resolve any Covered Dispute within a reasonable period (which, in any event, shall not exceed sixty (60) days), you or OnePlus may initiate an arbitration proceeding by (i) sending a written notice (entitled, and referred to herein as a, “Demand for Arbitration”) to the other party by mail; AND (ii) sending an electronic copy of the Demand for Arbitration to [legal-usa@oneplus.com](mailto:legal-usa@oneplus.com) (if the Demand for Arbitration is from you) or to any email address that you provide to us when registering a OnePlus account or purchasing OnePlus product(s) or that you otherwise publish through the Site (if the Demand for Arbitration is from OnePlus). Any Demand for Arbitration that you send to OnePlus should be delivered to: OnePlus, Attn: Legal Department, Re: Demand for Arbitration, 2479 E Bayshore RD STE 120, Palo Alto, CA 94303 USA.

18.9 Unless the parties agree otherwise, any arbitration hearing will take place (at your option) in Santa Clara County, California or in the county in which you reside. However, subject to the approval of the arbitrator and OnePlus, you may decide whether you want the arbitration to be conducted instead: (i) based on written submissions without an oral hearing, or (ii) through a telephone or videoconference hearing.

18.10 All issues in dispute are for the arbitrator to decide. Except as otherwise specifically provided in Section 18.14 below, the arbitrator will have exclusive authority to resolve any dispute relating to the scope, arbitrability, and/or enforceability of this agreement to arbitrate, whether a dispute can be arbitrated, or the interpretation of this agreement to arbitrate, including any unconscionability challenge or any other challenge to the effect that these arbitration provisions or these Terms of Use are void, voidable, or otherwise invalid. The arbitrator shall, in accordance with the JAMS Rules, allow for the discovery or exchange of non-privileged information relevant to the dispute, and shall enter orders as appropriate in order to protect the parties’ trade secrets or confidential information. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator is not bound by decisions reached in separate arbitrations, and the arbitrator’s decision shall be binding only upon the parties to the arbitration that are the subject of the decision. The arbitrator shall award reasonable costs incurred in the arbitration to the prevailing party in accordance with the law(s) of the state in which arbitration is held.

18.11 Payment of all filing, administration, and arbitrator fees will be governed by the JAMS Rules unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is $10,000 or less, OnePlus will pay all filing, administration, and arbitrator fees associated with the arbitration. If the value of the relief sought is more than $10,000 and you are able to demonstrate that the cost of accessing arbitration will be prohibitive as compared to the cost of accessing a court for purposes of pursuing litigation on an individual basis, OnePlus will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing arbitration from being prohibitive. If the arbitrator decides that either the substance of your claim or the remedy you asked for is frivolous or brought for an improper purpose, the parties will use the JAMS Rules to determine whether you or OnePlus is responsible for the filing, administrative, and arbitrator fees.

18.12 The foregoing notwithstanding, if a party’s claim is within the jurisdiction of a small claims court, either party may choose to take the claim to that court instead of arbitration as follows: (i) a party may take its claim to small claims court without first sending a Demand for Arbitration to the other party; (ii) a party that receives a Demand for Arbitration can, within thirty (30) calendar days after its receipt of the Demand for Arbitration (the “Forum Determination Period”), send written notice (in the manner prescribed in Section 18.8 above) to the opposing party that it wants the case decided by a small claims court; (iii) after the expiration of the Forum Determination Period and after a case is filed with JAMS, but before the issuance of a Commencement Letter (as such term is defined in the JAMS Rules), a party can send written notice (in the manner prescribed in Section 18.8 above) to the opposing party and JAMS that it wants the case decided by a small claims court (after receiving this notice, JAMS will administratively close the case); and (iv) after the expiration of the Forum Determination Period, after a case is filed with JAMS, and after the issuance of a Commencement Letter, the parties may mutually agree in writing that the arbitration case should be closed and the dispute decided in small claims court. The small-claims court proceeding will be limited solely to your individual dispute or controversy and will not be consolidated with any other action or conducted on a class-wide, representative, or class-action basis. Neither party may file a case with jams (for a claim that is within the jurisdiction of a small claims court) until after the expiration of the Forum Determination Period.

18.13 The forgoing notwithstanding, you or OnePlus may file suit in court to address an intellectual property rights infringement claim (as set forth in Section 17.1 above).

18.14 You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR ONEPLUS WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS OF THE SITE IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, IN A REPRESENATIVE CAPACITY, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of you, the individual party seeking relief, and only to the extent necessary to provide relief that is warranted by your individual claim, and not any remedy that affects other users of the Site or third parties. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If a court decides that applicable law precludes enforcement of any of the limitations set forth in this Section 18.14 as to a particular claim for relief or remedy (such as declaratory or injunctive relief), then that claim or remedy (and only that claim or remedy) must be severed from the arbitration and must be brought in the state or federal courts located in Santa Clara County, California or in the county in which you reside, while the remaining claims and remedies (such as individual damages or restitution) will still be resolved through binding arbitration.

18.15 You can choose to reject the agreement to arbitrate (“opt out”) by mailing us a written opt-out notice (“Opt-Out Notice”). The Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept these Terms of Use. You must mail the Opt-Out Notice to OnePlus at the following address: OnePlus, Attn: Legal Department, Re: Opt-Out Notice, 2479 E Bayshore RD STE 120, Palo Alto, CA 94043 USA. Your Opt-Out Notice must include a statement that you intend to opt out of the arbitration agreement in the OnePlus Website Terms of Use, together with your name, address (including street number and address, city, state, and zip code), phone number, and any email address that you used in connection with registering a OnePlus account or purchasing OnePlus product(s) or that you otherwise published through the Site. You must sign the Opt-Out Notice in order for it to be effective. This procedure is the only way to opt out of the agreement to arbitrate. If you opt out of this agreement to arbitrate, all other parts of the Terms of Use will continue to apply. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements you may have with us.

18.16 Subject to the provisions of Section 18.14 above, if any provision of this agreement to arbitrate is found unenforceable, that provision will be severed and the balance of this agreement to arbitrate will remain in full force and effect. Severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the agreement to arbitrate or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to the agreement to arbitrate. To the extent any claims must proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

18.17 Subject to the provisions of Section 18.14 above, (i) the substance of any disputes where public injunctive relief is available shall be decided by the arbitrator; and (ii) only if the claimant succeeds on its claim permitting the remedy of public injunction may such claimant request that a court of competent jurisdiction enter an injunction in conformity with the arbitral award.

**IX. Miscellaneous**

19.1 No waiver by OnePlus of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of OnePlus to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

19.2 If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, such that the remaining provisions of these Terms of Use will continue in full force and effect.

19.3 These Terms of Use, our [Terms of Sale](https://www.oneplus.com/legal/privacy-policy), [Privacy Policy, Copyright/Intellectual Property Policy,](https://www.oneplus.com/legal/privacy-policy) any additional terms that accompany the Site, any amendments, and any additional agreements you may enter into with us shall constitute the sole and entire agreement between you and OnePlus regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site. As set forth in Article XI, above, depending on which of our products or services you use, additional terms may apply. You may also be subject to additional terms and conditions that govern your use of third-party services, content, or software.

19.4 Except as expressly stated herein, these Terms of Use are for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer any rights or remedies on any third parties.

19.5 You may not voluntarily, or by operation of law, assign or otherwise transfer any of your rights or delegate any of your obligations under these Terms of Use without the prior written consent of OnePlus. No assignment or delegation relieves you of any of your obligations under these Terms of Use. OnePlus, however, may transfer its rights and obligations under these Terms of Use to another organization.

19.6 You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable export laws or regulations. You are responsible for complying with United States and foreign export controls and for any violation of such controls, including any United States embargoes or other rules and regulations restricting exports. You represent that you are not: (i) located in, or a resident or a national of, any country subject to a government embargo or other restriction, or that has been designated by any government as a “terrorist supporting” country; or (ii) on any government list of restricted end users.

19.7 Any provisions within these Terms of Use that by their nature should continue to be in effect, shall survive the expiration or termination of these Terms of Use, and remain valid and binding, including but not limited to Articles IV, V, VI, VII, X, XIV, XV, XVI, XVII, and XVIII.

19.8 The captions of sections of these Terms of Use are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of these Terms of Use. Any pronouns or references used herein shall be deemed to include the masculine, feminine, nonbinary, or neutral genders as appropriate. Any expression in the singular or the plural shall, if appropriate in the context, include both the singular and the plural. These Terms of Use shall be construed according to the fair meaning of their language and (to the extent legally permissible) the rule of construction, to the effect that ambiguities are to be resolved against the drafting party, will not be employed in interpreting these Terms of Use.

**XX. Information and Feedback**

20.1 This website is operated by ONEPLUS USA CORP., a Nevada corporation.

20.2 All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright/Intellectual Property Policy](https://www.oneplus.com/legal/privacy-policy) in the manner and by the means set out therein.

20.3 Except as otherwise specifically provided in Article XVIII above, all other feedback, comments, requests for technical support, and other communications relating to the Site should be directed to:

(1) Email [address:](ftp://address:_userfeedback@oneplus.com/) support@oneplus.com;

(2) Street address: 2479 E Bayshore RD STE 120, Palo Alto, CA 94303 USA

20.4 Except as otherwise specifically provided in Article XVIII above, if OnePlus needs to send any information to you, it will be sent via email, telephone, or to any address and other contact details you provided when you registered a OnePlus account, purchased OnePlus product(s), or published such information through the Site. Except as otherwise specifically provided in Article XVIII above, if the information is sent via electronic communication, it shall be deemed to be delivered on the date sent (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; if sent by a nationally recognized overnight courier (receipt requested), it will be deemed delivered when received by the addressee; and if sent by certified or registered mail, return receipt requested, postage prepaid, it will be deemed delivered on the third day after the date mailed.

**This document was last updated on September 12, 2024.**