

Last Revised: March 30, 2020

Limited Warranty Applicable to Ola.Tech

Fonfair Technology Limited (“**Ola.Tech**”) offer individuals who buy their products on Ola.Tech website (each, a “**Product**”) the following limited warranty (“**Limited Warranty**”).

What does the Warranty Cover?

Ola.Tech warrants only to the original purchaser of the Product on Ola.Tech (“**you**”) that the Product shall be free from defects in materials and workmanship under normal use for the Warranty Period defined below, as documented by a valid proof of purchase—e.g. receipt or invoice.

How long does the coverage last?

This Limited Warranty lasts for one (1) year, starting on the date that you purchase the Product (the “**Warranty Period**”).

What will Ola.Tech do?

If a defect in the Product arises and a valid claim is received by Ola.Tech within the Warranty Period, Ola.Tech will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts, or (2) exchange the Product with a new or refurbished product that is the same or similar to the Product you purchased. Ola.Tech provides no assurance, representation or warranty that any replacement product will be identical to, or will offer the same functionalities as, the Product you purchase from Ola.Tech. Technological advances and Product availability may result in your receiving a replacement with a lower selling price than the original Product. In all cases, comparability of the replacement product with the original Product will be determined by Ola.Tech in its reasonable discretion. If Ola.Tech determines it is not reasonable to repair or replace the defective Product, Ola.Tech may refund to you the purchase price you paid for the Product. In the event of a Product defect, to the extent permitted by law, these are your sole and exclusive remedies. This Limited Warranty is valid only for purchases made by you within Hong Kong. Replacement or repaired products will only be shipped by Ola.Tech to addresses within Hong Kong, and refunds will only be credited to your original method of payment. Any replacement product will be warranted for the remainder of the original Warranty Period.

How do you obtain warranty service?

To obtain warranty service of Ola.Tech under this Limited Warranty, you **must** contact Ola.Tech at hello@ola.tech or +852 3460 4446 to assist you.

Ola.Tech will ask you questions to determine your eligibility under this Limited Warranty. Based on the initial inquiry, Ola.Tech will provide, where applicable, a Return Materials Authorization (“**RMA**”) and instructions for returning the defective Product and a pre-paid return label being specified that it will not imply that the warranty is applicable. Please note that you are required to

return the defective Product in either its original packaging or packaging providing an equal degree of protection, together with proof of purchase, to the address specified by Ola.Tech. By sending the Product, you hereby acknowledge that ownership of the Product is transferred to Ola.Tech upon Ola.Tech's receipt of the defective Product. If the claim is justified based on this Limited Warranty, Ola.Tech will pay the cost of shipping the replacement or repaired Product to you. Any Product returned to Ola.Tech without a valid warranty claim or without an RMA may be rejected, returned at your cost (subject to prepayment) capped to 5% of the price of the Product, or kept for 60 days for your pick-up and then disposed of in Ola.Tech's sole discretion with no further liability or obligation to you.

What are the exclusions and limitations to this Limited Warranty?

This Limited Warranty does not apply to **NEW APPLE PRODUCTS**. For NEW APPLE PRODUCTS, Apple offers a 1-year limited warranty. Please refer to their warranty policy on Apple website and contact Apple directly once you encounter any problem.

The Limited Warranty does not apply to, and the term "Product" shall not include, (a) any consumable parts of the Product (e.g. batteries), or (b) software, even if packaged or sold with the Product or embedded in the Product (e.g. firmware and/or system software) ("**Seller Software**"). Please refer to the applicable licensing agreement, if any, that covers such Seller Software for details of your rights with respect to its use.

This Limited Warranty does not apply to any: (a) damage to the Product caused by use with non-Ola.Tech products; (b) damage to the Product caused by accident, abuse, misuse, spillage of food or liquid or other external causes, including but not limited to fire or an act of God (such as a flood); (c) damage to the Product caused by operating the Product outside the permitted or intended uses described by Ola.Tech; (d) damage to the Product caused by failure to follow instructions relating to the Product's use, or use of improper voltage or power supply; (e) damage to the Product caused by service performed by anyone who is not a representative of Ola.Tech; (f) cosmetic damage to the Product, including but not limited to scratches or dents; or (g) defects or parts requiring replacement due to ordinary wear and tear, corrosion, rust or stains, scratches, dents on the casing or paintwork of the Product.

For the avoidance of doubt, recovery and reinstallation of software programs and user data are not covered under this Limited Warranty. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during the performance of any warranty service, and Ola.Tech will not be responsible for any such damage or loss.

Ola.Tech does not warrant that the operations of the Product will be uninterrupted or error-free. No Ola.Tech employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

Implied warranties and conditions

IMPLIED WARRANTIES AND CONDITIONS. EXCEPT TO THE EXTENT PROHIBITED BY

APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

LIMITATION OF DAMAGES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, OLA.TECH SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF AN EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF OLA.TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

GOVERNING LAW. This Limited Warranty shall be governed by the laws of Hong Kong Special Administrative Region, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. This warranty gives you specific legal rights, and you may also have other rights, which vary from region to region.