

Last Revised: February 23, 2022

Limited Warranty Applicable to Ola Philippines

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

What does the Warranty Cover?

Ola Philippines warrants only to the original purchaser of the Product on Ola Philippines (“**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 three (3) months, starting on the date that you purchase the Product (the “**Warranty Period**”).

What will Ola Philippines do?

Suppose a defect in the Product arises and Ola Philippines receive a valid claim within the Warranty Period. In that case, Ola Philippines 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 Philippines 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 Philippines. Technological advances and Product availability may result in your receiving a replacement with a lower selling price than the original Product. In all cases, the comparability of the replacement Product with the original Product will be determined by Ola Philippines at its reasonable discretion. If Ola Philippines determines it is not practical to repair or replace the defective Product, Ola Philippines may refund you the purchase price you paid for the Product. In the event of a Product defect, these are your sole and exclusive remedies to the extent permitted by law. This Limited Warranty is valid only for purchases made by you within Hong Kong. Ola Philippines will only ship a replacement or repaired products to addresses within the Philippines, and refunds will only be credited to your original payment method. Any replacement product will be warranted for the remainder of the initial Warranty Period.

How do you obtain warranty service?

To obtain the warranty service of Ola Philippines under this Limited Warranty, you **must** contact Ola Philippines at hello@ola.tech to assist you.

Ola Philippines will ask you questions to determine your eligibility under this Limited Warranty. Based on the initial inquiry, Ola Philippines will provide, where applicable, a Return Materials Authorization (“**RMA**”) and instructions for returning the defective Product and a pre-paid return

label is 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 Philippines. By sending the Product, you hereby acknowledge that ownership of the Product is transferred to Ola Philippines upon Ola Philippines's receipt of the defective Product. If the claim is justified based on this Limited Warranty, Ola Philippines will pay the cost of shipping the replacement or repaired Product to you. Any Product returned to Ola Philippines 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 Philippines's sole discretion with no further liability or obligation to you.

What are the exclusions and limitations to this Limited Warranty?

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**"). If any, please refer to the applicable licensing agreement that covers such Seller Software for details of your rights concerning its use.

This Limited Warranty does not apply to any: (a) damage to the Product caused by use with non-Ola Philippines 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 Philippines; (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 Philippines; (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.

To avoid 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. Such data, software, or other materials will likely be lost or reformatted during the performance of any warranty service, and Ola Philippines will not be responsible for any such damage or loss.

Ola Philippines does not warrant that the operations of the Product will be uninterrupted or error-free. No Ola Philippines employee is authorised to modify, extend, or add 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 Hong Kong Special Administrative Region laws, 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.