

## TERMS AND CONDITIONS FOR ONLINE MARKETPLACE

### 1 These terms

- 1.1 Ola.Tech is a marketplace that allows users to offer, sell and buy New and Refurbished Electronics (“**Products**”). These terms and conditions govern your use of our website (our “**Platform**”).
- 1.2 Please read these terms carefully before you submit any order on our Platform. These terms tell you who we are, the conditions on which you may be a seller or a buyer on our Platform, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3 **By using our Platform, you agree to these terms.** If you are using our Platform as a representative of an entity, you are agreeing to these terms on behalf of that entity.

### 2 Information about us and how to contact us

- 2.1 We are Fonfair Technology Company, a company registered in Hong Kong, trading as Ola.Tech. Our company registration number is 2449294 and our registered office is at InnoCentre, 72 Tat Chee Avenue, Unit 318A, Kowloon Tong, Hong Kong.
- 2.2 For any questions or problems relating to our Platform, our Products or these terms, you can contact us by telephoning our customer service team at +852 3460 4446 or email us at hello@ola.tech or write to us at InnoCentre, 72 Tat Chee Avenue, Unit 318A, Kowloon Tong, Hong Kong.
- 2.3 We are the data controller in relation to our Platform and are responsible for your personal data. Please see Clause 14 and our privacy policy which is available at ola.tech for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.
- 2.4 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.5 When we use the words "writing" or "written" in these terms, this includes emails.

### 3 Contracts for sale

- 3.1 We are a marketplace that allows users to offer, sell and buy Products. The actual contract for sale of Products is directly between the seller and the buyer. **We are not liable to any person in relation to an offer for sale, sale, or purchase of any Product listed on our Platform. We are not responsible for the enforcement of any contractual obligations between any buyer and any seller.**
- 3.2 We have no control over and we do not guarantee the existence, quality, safety or legality of the items offered or advertised on our Platform, the accuracy, completeness or truth of

any content or listings posted by users, the credit worthiness of any user, the ability of sellers to sell or buyers to buy, or that a particular buyer and seller will complete a particular transaction.

- 3.3 We are not involved in any transaction between a buyer and a seller on our Platform save that we facilitate a marketplace for buyers and sellers and process payments on behalf of sellers.
- 3.4 We are not an agent of any buyer or seller.
- 3.5 We may (at our discretion but are not obliged to) check, audit or monitor the information contained in listings, comments and/or reviews posted by users.
- 3.6 A buyer may place orders on the Platform as instructed on our Platform. A seller's acceptance of a buyer's order will take place when they email the buyer to accept it, at which point a contract will come into existence between the seller and the buyer.
- 3.7 We will assign an order number to each order. Please tell us the order number whenever you contact us about your order.

#### 4 **Terms and conditions for sale**

- 4.1 If you list an item on our Platform, you agree to comply with our rules for listing, content policies and selling practices from time to time in force. **You are responsible for the accuracy, completeness and truth of the content of the listing and the Product offered.** We reserve the right to modify, suspend or delete any listing that violates our rules, policies and practices, or to improve user experience.
- 4.2 We have full discretion in determining the appearance, placement and order of listings in search and browse results. The factors we may consider in making such a determination may include the buyer and seller's respective location, the search terms used, and the buyer and seller's respective history on the Platform.
- 4.3 All sellers on the Platform must clearly state the terms and conditions of sale ("**Seller's Terms**") in their listings, including the following information:
  - (a) forms of accepted payment;
  - (b) taxes and applicable government imposed fees (if any);
  - (c) shipping method, costs and expected time;
  - (d) return policy (e.g. the time period within which the buyer must notify the seller about return, who's responsible for the cost of return shipping); and
  - (e) refund or replacement policy (e.g. the time period within which refund or replacement will be arranged).

4.4 You are responsible in keeping any content and information posted accurate and up to date. You should delete any listings that are no longer available.

4.5 You must comply with all applicable laws and regulations in providing, delivering or rendering the Products that you offer or sell.

## 5 Terms and conditions for purchase

5.1 When purchasing a Product, you agree to comply with our applicable rules and policies from time to time in force. **You are responsible for reading the full listing before committing to buy or making a bid for any Product.**

5.2 Any order placed or bid submitted in respect of a Product is deemed irrevocable and unconditional. In placing an order or submitted a bid you agree to the Seller's Terms set out in the seller's listing for the Product.

5.3 You enter into a legally binding contract to buy a Product when you commit to buy a Product, your order for a Product is accepted, or if you have the winning bid for a Product (or your bid for a Product is otherwise accepted).

5.4 We do not transfer legal ownership of Products from the seller to the buyer.

## 6 Content

6.1 When providing content on or to our Platform, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, reproduce, process, adapt, modify, publish, display and distribute such content for the purposes of providing the Products to you and the promotion of our Platform.

6.2 For all content that you provide, you warrant that:

(a) the content is accurate, up to date and not misleading;

(b) you own or otherwise control all necessary rights to meet your obligations under these terms regarding such content; and

(c) the use of such content does not and will not infringe any intellectual property rights of any third party.

6.3 While we try to offer reliable information, we do not promise that any content or information provided on our Platform will be accurate, complete, up to date or always available. If and where we offer catalogs of listings, such catalogs may include product images, descriptions and specifications provided by users or other third parties.

6.4 If you are buying Products, you agree that we are not responsible for examining or warranting any listings provided by any users. If you are selling Products, it is your responsibility to review the content of your listings for accuracy.

6.5 We do not take any responsibility, nor do we assume any liability, for any content provided by you or any third party. You agree not to hold us liable for any inaccurate or misleading content.

## **7 Buyer's rights to make changes**

7.1 If a buyer wishes to make a change to the Product he has ordered, please contact the seller. The seller has full discretion whether or not to accept the changes. The seller will let the buyer know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of the requested change and ask the buyer to confirm whether he wishes to go ahead with the change. If the seller cannot make the change or the consequences of making the change are unacceptable to the buyer, the buyer may request to end the contract (see Clause 9 - **A buyer's rights to end the contract**).

## **8 A seller's rights to make changes**

8.1 Sellers may make minor changes to their Products from time to time in order to:

- (a) reflect changes in relevant laws and regulatory requirements; and
- (b) implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect a buyer's use of the Product.

8.2 If a seller makes significant changes to their Products or the Seller's Terms for the Products, the seller will notify the buyer prior to the changes take effect. If the buyer does not accept the changes, the buyer may contact the seller to end the contract before the changes take effect and receive a refund for any Products paid for but not received.

## **9 A buyer's rights to end the contract**

9.1 If a buyer becomes aware of any defect in all or part of the Products delivered:

- (a) the buyer must give notice in writing to the seller and return the allegedly defective Product to the seller;
- (b) where the Products returned are found to be defective the seller will, at its option, repair or replace the defective Products, or refund the price of such defective Products in full.

9.2 If a buyer is ending a contract for a reason set out below the contract will end immediately, the seller will refund the buyer in full for any Products which has not been provided and the buyer may also be entitled to compensation:

- (a) the seller has told the buyer about an upcoming change to the Product or the Seller's Terms for the Product, which the buyer does not agree to (see Clause 8.2);
- (b) the seller has told the buyer about an error in the price or description of the Product ordered and the buyer does not wish to proceed;

- (c) there is a risk that supply of the Products may be significantly delayed because of events outside the seller's control; or
  - (d) the seller has suspended supply of the Products for technical reasons, or notifies the buyer that the seller is going to suspend them for technical reasons, in each case for a period of more than one (1) month.
- 9.3 Even if a seller is not at fault, a buyer can still end the contract before it is completed (i.e. when the Product is delivered and paid for) by giving notice in writing to the seller. In such case, the contract will end one (1) calendar month after the day on which the buyer contacts the seller. The seller will refund any advance payment the buyer has made for Products which will not be provided to the buyer.
- 9.4 To end the contract with a seller, select the relevant option in your account, or email our customer services at [hello@ola.tech](mailto:hello@ola.tech).
- 9.5 If a buyer ends the contract with a seller, the seller will refund the buyer the price the buyer paid for the Products including delivery costs, but the seller may make the following deductions from the price:
- (a) deductions to reflect any deduction in value of the Products caused by the buyer handling them in an unacceptable way (if refund is arranged before the seller is able to inspect the Products and later discovers that the buyer has handled them in an unacceptable way, the buyer must pay the seller the appropriate amount); and
  - (b) deductions to reflect the difference between the least expensive delivery method the seller offers and the delivery method chosen by the buyer for the Products.
- 9.6 If a refund is due, a seller must make the refund to the buyer as soon as possible, in any event within thirty (30) days from the day the buyer informs the seller that the buyer wishes to end the contract.

## 10 **Return of products upon end of contract**

- 10.1 If a buyer ends the contract for any reason after Products have been delivered, the buyer must return them to the seller by such method and within such timeframe as specified by the seller.
- 10.2 Either the seller or the buyer will pay the costs of return (or collection) of the Products. If you are the buyer, check the return policy section of the listing posted by the seller.

## 11 **A seller's rights to end the contract**

- 11.1 A seller may end the contract for a Product at any time by writing to a buyer if:
- (a) the buyer does not, within a reasonable time, allow the seller to deliver the Products to the buyer or collect them from the seller; or

- (b) the buyer does not make any payment to the seller when it is due and still does not make payment within seven (7) days of the seller reminding the buyer that payment is due.

11.2 If the seller ends the contract in the situations set out in Clause 11.1 the seller will refund any money the buyer has paid in advance for Products that have not been provided, but the seller may deduct or charge reasonable compensation for the net costs the seller will incur as a result of the buyer breaking the contract.

## 12 **Price and payment**

12.1 The price of the Product will be the price indicated on the order pages when a buyer places his order. Each seller must take all reasonable care to ensure that the price of the Product advised is correct.

12.2 It is always possible that, despite best efforts by the seller, some Products may be incorrectly priced on the Platform. If the correct price for the Product at a buyer's order date is less than the price stated to the buyer, the seller will charge the lower amount; but if it's higher than the price stated to the buyer, the seller will contact the buyer for instructions before accepting the buyer's order.

12.3 A buyer must pay for the Products by such time and in such manner as specified in the Seller's Terms.

12.4 If a buyer thinks an invoice is wrong please contact the seller promptly to let them know.

## 13 **Our responsibility for loss or damage suffered by you**

13.1 Subject to Clause 13.2:

- (a) all warranties, conditions, or terms relating to fitness for purpose, quality, or condition of the Products, whether express or implied by statute or common law or otherwise, are expressly excluded;
- (b) we shall not be liable to you (whether in contract, tort or otherwise) for any loss of profit or any indirect or consequential loss arising from or in connection with the provision of the Products; and
- (c) our total liability to you for all losses arising from or in connection with the use of the Platform shall be limited to the price of the relevant Products sold to you on our Platform.

13.2 Nothing in these terms will limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (where applicable);
- (b) fraud or fraudulent misrepresentation; or

(c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

#### **14 Use of your personal information**

14.1 When you register or otherwise use our Platform, you provide us with personal data which is collected and used in accordance with the terms of our Privacy Policy which is accessible at [ola.tech](http://ola.tech). It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.

14.2 In the event you process personal data relating to a buyer or a seller for the purpose of effecting a transaction or otherwise using the Platform, you confirm and undertake that you will only process such personal data for the sole purpose of participating in the marketplace on the Platform and (where applicable) to supply the Products to buyers and you will apply all adequate technical and organisational measures to keep such personal data secure.

#### **15 Entire agreement**

15.1 These terms constitute the entire agreement between any user and us in relation to the use of the Platform. These terms supersede and extinguish all other agreements, promises, assurances, warranties, representations and understandings between any user and us, whether written or oral, in relation to the use of the Platform.

15.2 You acknowledge that you will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms.

#### **16 Other important terms**

16.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you do not wish to continue the contract with the transferee, you may contact us to end the contract within one (1) calendar month of us informing you of the proposed transfer and we will refund you any payments you have made in advance for Products not provided.

16.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a

later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

## 17 **Languages**

17.1 In case of discrepancies between the English and Chinese language versions of these terms, the English version shall prevail.

## 18 **Governing law and jurisdiction**

18.1 These terms are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region.

18.2 The courts of Hong Kong Special Administrative Region shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

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