

OPOLO Shop

June 30th, 2020

Limited Warranty and Refund Policy

I. LIMITED WARRANTY AND RETURN POLICY

OPOLO device is an electronics accessory with the original OPOLO software and firmware (“OPOLO, product, item, or merchandise”) to be used with OPOLO Wallet service and other “OPOLO compatible” labeled desktop or mobile wallet services supporting the original OPOLO functionalities and the original OPOLO firmware.

OPOLO S.A.R.L. (“We”) warrants this product to be free from defects resulting from faulty manufacture of faulty components under following terms:

Warranty Period

We warrant the product, its components and labor to be free from defects in material and workmanship under regular uses defined in user manuals, OPOLO wiki and this Warranty during the warranty period. The warranty period commences on the date of original purchase and last for one (1) year for business and retail customers.

We further warrant the replaced product and/or its parts or components to be free from defects in material and workmanship for a period of thirty (30) days from the date of replacement, or the remainder of the warranty period, whichever is greater.

Protection

This warranty is non-transferable and is enforceable only by the original purchaser. Any product that has not been purchased as new from Us or our authorized vendor and/or its associates is expressly excluded from this warranty. This warranty does not apply to products that are obtained as a result of the purchase of a product not sold by Us.

We shall not be responsible for any incidental or consequential damages incurred and/or occurred in connection with the product or its purchase. Our responsibility is limited solely to the product itself. We assume no responsibility for any loss or costs due to third party's or customer's loss of profit, or any other indirect cost or losses however incurred. We reserve the right to make changes or improvements in design, firmware or manufacturing without assuming any obligation to change or improve products previously manufactured and/or sold.

Warranty Limitations

We offer no warranty for pre-installed software, its quality, performance, functionality, or compatibility for a particular purpose. We do not warrant that the functions contained in the software will meet

specific requirements or that the operation of the software will be uninterrupted or error-free. The product is sold “as is”.

To the extent permitted by applicable law, this warranty does not apply to:

- normal wear and tear;
- damage resulting from accident, abuse, misuse, neglect, improper handling or improper installation;
- damage or loss of the product caused by undue physical or electrical stress, including but not limited to moisture, corrosive environments, high voltage surges, extreme temperatures, shipping, or abnormal working conditions;
- damage or loss of the product caused by acts of nature including, but not limited to, floods, storms, fires, and earthquakes;
- damage caused by operator error, or non-compliance with instructions as set out in accompanying documentation;
- alterations by persons other than Us, associated partners or authorized service facilities;
- products, on which the original software has been replaced or modified by persons other than Us, associated partners or authorized service facilities;
- counterfeit products;
- damage or loss of data due to interoperability with current and/or future versions of operating system, software and/or hardware;
- damage or loss of data caused by improper usage and behavior which is not recommended and/or permitted in the product documentation;
- failure of the product caused by usage of the products not supplied by Us.

This warranty gives you specific legal rights. You may also have other rights granted under law which vary from country to country. Some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so some of the above limitations or exclusions may not apply to you.

Warranty Service Procedure

In order to pursue any remedy under this limited warranty, you must verify your possession of the product to our service processing facility with (I) the bitcoin address, paypal or bank account from which the payment was done, the order number or a dated electronic receipt as proof of purchase from an authorized vendor and (ii) your product's serial number. The serial number can be obtained from Help Menu on OPOLO app.

Before returning the product please make sure to have your recover seed and if possible, wipe the device; OPOLO S.A.R.L. is not responsible for damages to or loss of any data, or other stored in product while its inspection by our service processing facility.

We will undertake to repair, or based on our discretion, to replace a defective product by an identical or similar (e.g. newer) version of the product, unless the defect was the result of Warranty limitations. The repair or replacement of the product is free of charge for the parts, components and labor necessary in order to perform the repair and restore the product's proper operating condition, provided the unit is returned otherwise undamaged and shipping prepaid, including insurance, to our service processing facility.

The costs incurred in connection with the returning of the product to our service processing facility shall be carried by the product owner. If the product is returned uninsured, you assume all risks of loss or damage during shipment.

In the event that the product proves defective during the Warranty Period, please follow these instructions:

1. Contact us via our Support Center at hello@OPOLO.io. Please state as many information about the defects of your product as possible, include photos, logs, or screenshots if applicable. Our Support team will assist you to identify the cause of the defect and if possible, resolve it through email communication.
2. If your defect cannot be resolved as described under 1), our Support will open an RMA Request procedure. In order to receive a priority assistance, identify the merchant or e-shop address where you purchased your product, the date of your purchase, your email address or your paypal, bitcoin payment address, or bank account info you have used when ordering and your invoice or order number.
3. Our Support will provide you with a mailing address for returning the product for inspection and further instructions.
4. You will be able to follow the Return process in the Order details on our website or an authorized vendor and/or its associates' website or alternatively request the status update from our Support.

II. REFUND POLICY

We inspect all returned items when they arrive at our processing facility.

Full Refund

In order to obtain full refund you must initiate a Product return request via our Support Center at hello@OPOLO.io, provided such return request is initiated within fifteen (15) days upon the delivery of the product to you.

In order to qualify for a full refund the product(s) must be returned unused and sealed in the original package with all original materials provided in their complete condition. We will issue a full refund of your order minus the original shipping charges and your return shipping fees.

You are as well entitled to receive a full refund in case of canceling your order before your item was confirmed as Shipped.

Partial Refund

If you do not qualify for a full refund, we may grant you a partial refund for unsealed or used products. In order to qualify for a partial return you must initiate a Product return request via our Support Center at hello@OPOLO.io within fifteen (15) days upon the delivery of the product. We will issue a partial refund minus the original shipping charges and return shipping fees and our return processing costs (typically consisting of inspection costs, refurbishing and repackaging costs charged by our return processing facility or additional return processing costs that might occur to us).

Defective Product and Returns Due to Product Error

If the item you ordered is damaged or defective at the time of its receipt you may return it in order to get a replacement of the product. Such return must be initiated within fifteen (15) days upon the receipt of the product. Replacement order will be shipped upon the original item is received and processed at our service processing facility. If the returned product is not defective, return shipping fees will be charged to you.

If your item is defective due to product error (excluding defects under Warranty Limitations) after fifteen (15) days upon the receipt of the product, you may return it for a repair or replacement within the warranty period and under the terms of the warranty, but no later than without undue delay upon the reveal of the product defect. A repaired product or replacement order will be shipped upon the original item is received and processed at our service processing facility. If our service processing facility concludes within the inspection, that the returned product is (i) either not defective (ii) or was damaged under Warranty limitations, the costs for returning the product shall be carried out by the product owner. In such event and at our sole discretion, we might offer to the product owner a discount on a new product purchase as a compensation for not returning the item to the product owner.

Refund Credit

The refund will be executed within five (5) weeks upon the day you submit the product to the shipping service in order to return the product. In most cases you will receive the refund sooner, but we estimate four to five weeks because of the time required for return shipping (up to 21 days), product inspection at our returns facility (up to 5 business days), and processing of the payment (5 business days) or with your bank or credit card company (up to 10 business days). Once your credit is prepared, we will ask you for the details of your refund address or account. All refunds are issued by the method of payment used by you in order to pay for the product. Once your return is processed we will send you a confirmation email.

Returns of Merchandise

Canceled orders or returned merchandise that qualify for a full or partial refund will be refunded to the customer using the same method as the payment method selected by customer. Any BTC/ETH refund is calculated from the EUR value customer has paid for the merchandise, and will be paid in BTC/ETH according to the exchange rate at the time the refund is issued. In case of a partial refund, the return processing costs will be deducted from the EUR value, and the difference will be converted to BTC/ETH according to the exchange rate at the time the refund is issued. The refund will be processed to a Bitcoin/Ethereum address provided by you to our Support during the return process. Credit card or debit card refund will be refunded with the appropriate EUR amount to the cardholder's account.

Unlike traditional banking transfer, the Bitcoin, Ethereum transactions are not revertible and a refund of an incorrectly transmitted payment cannot be enforced.

Please note that you are fully responsible for the correctness of the provided Ethereum, Bitcoin address and that you hereby agree that you bear any consequences and financial loss incurred from providing incorrect payment instructions to our service processing facility.