

Limited Warranty

Last update: December, 2018

Digital Silo Pty Ltd ABN 97 626 208 393 trading as Octowallet (hereinafter, “we”, “us” or “our”), has developed Octowallet (“Device”) and related software and firmware and desires to grant you the right to use the Device.

You wish to use the Device under the conditions of this Limited Warranty.

Limited Warranty

We warrant that the Device will perform substantially in accordance with the accompanying written materials for a period of one (1) year from the date of receipt. We warrant the Device will be free from defects in materials and workmanship under normal use and service for a period of one (1) year. In the event applicable law imposes any implied warranties, the implied warranty period is limited to one (1) year from the date of receipt.

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

- normal wear and tear of the Device;
- damage resulting from accident, abuse, misuse, neglect, disassembly or alterations;
- damage or loss of the Device caused by external condition, including but not limited to liquids, corrosion, extreme thermal or environmental conditions, high voltage surges, or abnormal operating conditions;
- damage or loss of the Device 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 the Device user manual and/or product information materials;
- Devices, on which the original software has been replaced or modified by persons other than us or authorised service centre;
- Devices, on which the serial number is illegible, spoilt or removed;
- damage or loss of data due to operating with current and/or future versions of operating system, software and/or hardware;
- damage or loss of data caused by improper usage and behaviour which is not recommended and/or permitted in Device user manual and/or product information materials;

Some jurisdictions do not allow such limitations on duration of an implied warranty, so the above limitation may not apply to you.

Customer remedies

Our and our suppliers’ entire liability and your exclusive remedy shall be, at our discretion, either repair or replacement of the Device that does not meet this Limited Warranty and which is returned to us with a copy of your receipt. Any replacement Device will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

We are not responsible or liable for the damage or loss of data, or any other pecuniary loss if you do not backup your data before returning your Device(s) to us under this Warranty.

No other warranties

To the maximum extent permitted by applicable law, we and our suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the Device and any related written

materials. This Limited Warranty gives you specific legal rights. You may have other rights depending on the jurisdiction.

No liability for damages

To the maximum extent permitted by applicable law, in no event shall we or our suppliers be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if we have been advised of the possibility of such damages. In any case, our and our suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the Device. Because some jurisdiction does not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Warranty Service Procedure

1. Contact us via our Support Centre at <https://support.octowallet.com>. Please describe the defects of the Device to our support team and they will assist you to identify the cause of the defects and resolve them through online communication if possible.
2. If your defects cannot be solved through online communication with our support team, they will generate a Return Merchandise Number (RMN) for you to return the Device for inspection and further instructions.
3. You can follow the process in our Returns and Refunds Policy for returning the Device.

Contact us

If you have any questions about our Limited Warranty, please contact us:

- By email: support@octowallet.com
- By visiting this page on our website: <https://octowallet.com>