

## GENERAL TERMS AND CONDITIONS

By purchasing a WHAT WATCH product ("Product") from one of our selling companies ("WHAT WATCH"), you ("You" or the "User") accept the conditions of these general terms and conditions ("Terms"), and the applicable relevant User Guide(s).

### 1. ORDERING

Each order submitted constitutes an offer to purchase products. Orders are subject to WHAT WATCH's acceptance and may be refused at WHAT WATCH's discretion, for example if: a) orders cannot be processed due to an error in information you have provided.

The product price is always the price indicated in the web shop when you place your order. The price includes VAT.

After WHAT WATCH receives your order, you will receive an email confirming receipt of your order. If you do not receive an email, contact WHAT WATCH before you try to place another order for the same product.

WHAT WATCH retains at any time the right, to make changes about information on the products, for example information about prices, description or the availability of products, without first giving you notice of the changes. However, WHAT WATCH will not make any changes after an order has been accepted.

### 2. SHIPPING

Shipping and handling charges may depend on the weight and/or value of your order and the country to which the product is being shipped. Any customs duties or tariffs that may be imposed on the deliveries will be paid by you.

Any delivery dates provided to you in connection with your order are estimates. Although the aim is to provide you with as accurate estimates as possible, WHAT WATCH cannot promise that they are accurate.

In some cases some products might not be available for all countries. You will be informed of any such territorial restrictions before or after your purchase of the product.

The Product that is delivered to you will become your property at the time that you receive it provided that WHAT WATCH has received full payment for the product. As soon as WHAT WATCH has delivered the product to you, you will become responsible for it and for any loss or damage to it thereafter.

### 3. WARRANTY

The What Watch company that you have purchased the Product from, warrants that WHAT? WATCH products are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase by the first consumer purchaser and continuing for the following period of time:

- Device - 1 Year
- Display – 1 Year

This warranty is conditioned upon proper use of the Product according to the terms of the applicable User Guide(s):

For Calendar Watch:

[http://www.whatwatch.com/downloads/cw\\_usermanual.pdf](http://www.whatwatch.com/downloads/cw_usermanual.pdf)

For Stop The Time Watch:

[https://www.whatwatch.com/wp-content/uploads/2016/08/user\\_manual\\_classic\\_new.pdf](https://www.whatwatch.com/wp-content/uploads/2016/08/user_manual_classic_new.pdf)

During the statutory applicable warranty period, WHAT WATCH will provide a repair, replacement or a refund of the Product without charge according to the RETURN, REPLACEMENT & REFUND POLICY, attached as **Appendix 1** to these Terms. All replaced Products will be warranted for a period equal to the remainder of the original warranty on the original Product. A transfer or reassignment of this warranty is prohibited.

# WHAT? WATCH

WHAT WATCH HOLDINGS  
GMBH  
Schwedenplatz 3-4/20, 1010 Vienna,  
Austria

WHAT WATCH AG  
Löwenstrasse 2, 8001, Zürich,  
Switzerland

WW US DISTRIBUTION INC.  
666 Fifth Avenue, Suite 1700, New York,  
NY 10103, USA

WHAT WATCH HK LIMITED  
Level 09, 4 Hing Yip Street  
Kwun Tong, Kowloon, Hong Kong

We hereby inform you about your statutory cancellation right which may vary from country to country, depending of the state of your residence. If you are resident in an EU country, this right may be exercised within a period of 7 days, in accordance with the EU Directive 1999/44/EC.

## 4. WARRANTY LIMITATIONS

This warranty does not extend to:

- (a) Defects or damages which occurred as a result of the following: misuse, accident, abnormal use or conditions, improper storage; exposure to snow, liquid, moisture, dampness, fire, deep waters or extreme altitude (over 3000 m), sand or dirt; neglect; or unusual physical, electrical or electromechanical stress; usage of the Product in or near a heat source above 40 degrees Celsius or in environment with the temperate below 0 degrees Celsius;
- (b) Scratches, dents and cosmetic damage (unless they have appeared during manufacturing process). What Watch encourages you to check your device carefully before purchasing to avoid such situations;
- (c) Defects or damage resulting from use of excessive force or of heavy objects in pressing on the screen;
- (d) Equipment that has caused the serial number or any other of the identification codes to be removed, defaced, damaged, altered or made illegible;
- (e) Usual wear and tear;
- (f) Defects or damage resulting from the use of the Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not expressly approved by WHAT WATCH;
- (g) Defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by WHAT WATCH, damage connected with replacement of battery;
- (h) Defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, lengthy exposure to sun or improper use of any electrical source;
- (i) Defects or damage resulting from cellular signal reception or transmission, viruses or other software problems introduced into the Product.

## 5. LIABILITY LIMITATIONS

THIS LIMITED WARRANTY DECLARES THE FULL EXTENT OF WHAT WATCH'S RESPONSIBILITIES AND THE EXCLUSIVE REMEDIES REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION AND COVERAGE OF THIS WARRANTY. IN NO EVENT SHALL WHAT WATCH BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; DAMAGE TO HEALTH AND SAFETY, LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT.

SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE SPECIFIC LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

WHAT WATCH MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT, DISTRIBUTED BY WHAT WATCH OR OTHERWISE.

RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this warranty, or to make binding representations or claims; whether in advertising, presentations or otherwise; on behalf of WHAT WATCH regarding the Products or this warranty.

This warranty gives you specific legal rights and you may also have other rights that vary by state.

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In no case shall What Watch be held responsible for damage, loss or distribution of your personal data, files, information, settings attached to the Product or provided in course of use of any What Watch software products. It remains your duty to provide for regular back-ups of your personal data. However, our policy is to protect the interests and information of our customers or users of our software products extensively.

In no case shall What Watch be held responsible for any indirect damage with no direct causal connection between the Product and the damage (such as being late for work because the Product stopped working, damage to health because ingesting some parts of the Product, etc.).

## 6. RESOLVING DISPUTES

ALL DISPUTES WITH WHAT WATCH ARISING IN ANY WAY FROM THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

All disputes, controversies or claims shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one arbitrators appointed in accordance with the said Rules. The provisions on expedited proceedings are applicable. The substantive law of Austria shall be applicable.

This arbitration provision also applies to claims against WHAT WATCH employees, representatives and affiliates if any such claim arises from the Product's sale, condition or performance.

## 7. MISCELLANEOUS

If any portion of this warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the warranty.

## APPENDIX 1 TO THE GENERAL TERMS AND CONDITIONS END USER AGREEMENT

This End User Agreement (“EUA”) is a legal agreement between you as the user of the watch, charger and any of the accessories (the “Device”) (either an individual or an entity) and

**What Watch HK Limited**, a company incorporated under the laws of Hong Kong under Reg. No. 2099381 with its registered office at 19 Floor, Silver Fortune Plaza, 1 Wellington Street, Central, Hong Kong (“What Watch”);

and

**What Watch AG**, a company incorporated under the laws of Switzerland under number CH-020.3.038.113-6 with its registered office located at Löwenstrasse, 2, 8001 Zürich, Switzerland (“What Watch”) who have a right to use and license for

1. Software (“Software”) owned by What Watch and its affiliated companies and incorporated into the Device in order to ensure functionality of the Device which is available to you for free download and at no additional cost; and

2. Other protected intellectual property objects of What Watch and its affiliated companies incorporated into or associated with the Device such as patents, designs (including packing), know-how, associated media, printed materials, online or electronic documentation (hereinafter, the “IP”)  
BY BUYING, UNPACKING AND USING THE DEVICE YOU ACCEPT THE TERMS OF THIS EUA REGARDING DEVICE PRELOADED SOFTWARE OR IP. IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT PERMITTED TO USE THE DEVICE OR THE SOFTWARE OR IP.

### 1. GRANT OF LICENSE

By buying, unpacking and using the Device you agree to become the licensee and be granted personal, worldwide, non-assignable, non-exclusive and royalty-free license to use the Software and the IP. What Watch grants you the following rights provided that you comply with all terms and conditions of this EUA:

1n1. You may install, use, access, display and run one copy of the Software only as end user of the Device. The Software shall stay and be used within the Device as its functional part;

1n2. You shall use the IP only as end user of the Device and only for the purposes of exploiting the Device and its functions.

### 2. RESERVATION OF RIGHTS AND OWNERSHIP

The Software and the IP are protected by copyright, patent, registration and other intellectual property procedures laws and treaties. What Watch or its suppliers own the title, copyright and other intellectual property rights in the Software and the IP. The Software and the IP are licensed, not sold. You are not entitled to use the IP or the Software in any manner but as the end user of the Device.

You agree that What Watch and its affiliates may collect and use (including through any applications) technical information gathered as part of the product support services related to the Software and the IP, such as serial number, model name, customer code, access recordings, or your Device’s current Software version.

### 3. LIMITATIONS ON END USER RIGHTS

3.1. You may not reverse engineer, decompile, disassemble, otherwise attempt to discover the source code or algorithms of the Software, modify, disable any features of the Software, create derivative works based on the Software, make back-up copies, register the Software or its parts or use the Software or its parts for commercial gain.

3.2. You may not sell or provide licenses or sub-licenses to or disseminate the Software or its parts in any other ways possible to any third person or persons.

3.3. You are not allowed to copy or use any IP in any other manner but as the end user of the Device. You are not allowed to decompile, disassemble, or modify the IP or use any parts of it for copying, getting commercial gain or for incorporation into any other devices but the Device.

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3.4. Failure to comply with restrictions specified in this EUA may lead to civil, administrative or criminal liability under applicable law.

## 4. SOFTWARE UPDATES

4.1. What Watch may provide to you or make available to you for free download and at no additional cost: updates, upgrades, supplements and add-on components (if any) of the Software, including bug fixes, service upgrades (parts or whole), products or devices, and updates and enhancements to any software previously installed (including entirely new versions), (collectively "Update") after the date you obtain your initial copy of the Software to improve such Software and ultimately enhance your user experience with the Device. This EUA applies to all and any component of the Update that What Watch may provide to you or make available to you after you obtain your initial copy of the Software, unless we provide other terms along with such Update.

4.2. To use the Software provided through Update, you must first be licensed for the Software identified by What Watch as eligible for the Update. The updated Software version may add new functions and, in some limited cases, may delete existing functions.

4.3. Some features of the Software may require your Device to have access to the Internet and may be subject to restrictions imposed by your network or Internet provider. Installation of Software and your enjoyment of some features of the Software maybe affected by the suitability and performance of your hardware or data access.

4.4. What Watch reserves the right to amend and update any of its IP and issue new versions of Devices without obligation to provide to you such updated IP and such new versions of Devices unless you decide to acquire the new versions for valuable consideration.

## 5. NO SOFTWARE TRANSFER

You may not transfer or assign this EUA or the rights to the Software and the IP granted herein to any third party unless it is in connection with the sale of the Device in its entirety. In such an event, the transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, and this EUA) and you may not retain any copies of the Software or the IP. Prior to the transfer the new owner of the Device must agree to all the EUA terms.

## 6. PRIVACY

This App stores personal data. Your personal data (e.g. name, address (country, city), e-mail address) are only processed in accordance with the provisions of the European Data Protection Directive and/or any applicable US legislation. Your personal data, insofar as required for concluding, drafting or updating contracts, shall only be used for these contract purposes. For example, your name and address are required in order to deliver informational material. Your personal data shall not be transferred to any third parties not directly involved in fulfilling the terms of the contract without your express consent or without legal basis.

## 7. EXPORT RESTRICTIONS

You acknowledge that the Software and the IP may be subject to export restrictions of various countries. You agree to comply with all applicable international and national laws that apply to the Software and the IP, including all applicable export restriction laws and regulations.

## 8. DURATION

This EUA is effective for the period the Device, IP and Software is being used by you (you are in the possession of the Device and you have not disposed of the Device). This EUA terminates in case of your disposal of the Device or in case the Device ceases to exist.

## 9. DISCLAIMER OF WARRANTY

UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY ACCOMPANYING YOUR DEVICE, ALL SOFTWARE AND/OR IP PROVIDED BY WHAT WATCH WITH THIS DEVICE (WHETHER INCLUDED WITH THE DEVICE, DOWNLOADED, OR OTHERWISE OBTAINED) IS PROVIDED "AS IS" AND

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ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM WHAT WATCH, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, WHAT WATCH DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMAN LIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATIONS OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WHAT WATCH OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY WHAT WATCH OF WARRANTY REGARDING THE SOFTWARE AND/OR IP, OR TO CREATE ANY WARRANTY OF ANY SORT FROM WHAT WATCH. WHAT WATCH DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD PARTY APPLICATION PROVIDER. WHAT WATCH EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD PARTY APPLICATION PROVIDER.

## 10. WHAT WATCH APPLICATIONS

Certain What Watch applications and services may be included with, or downloaded to, a mobile device. Such applications may provide options for interaction with the Device.

You expressly acknowledge and agree that your use of such applications and services will be subject to separate applicable Terms and Conditions and Privacy Policies.

## 11. LIMITATION OF LIABILITY

WHAT WATCH WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SOFTWARE AND/OR IP OR COMBINE THE SOFTWARE WITH ANY THIRD PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF WHAT WATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, WHAT WATCH TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SOFTWARE AND/OR IP ON THIS DEVICE, OR ANY OTHER PROVISION OF THIS EUA, SHALL NOT EXCEED THE AMOUNT PURCHASER PAID SPECIFICALLY FOR THIS DEVICE (WHICH CAN NOT EXCEED THE DEVICE'S MARKET PRICE). THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. WE SHALL NOT BE HELD RESPONSIBLE FOR ANY MALFUNCTIONING IF THE DEVICE WAS BOUGHT NOT FROM THE OFFICIAL SELLER.

## 13. ENTIRE AGREEMENT; SEVERABILITY

This EUA is the entire agreement between you and What Watch relating to the Software and the IP and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software and the IP or any other subject matter covered by this EUA. If any provision of this EUA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

## APPENDIX 2 TO THE GENERAL TERMS AND CONDITIONS RETURN, REPLACEMENT & REFUND POLICY

PLEASE NOTE THAT THIS POLICY IS APPLICABLE ONLY TO PURCHASES MADE ON WWW.WHATWATCH.COM BY CUSTOMERS ("YOU") FROM ONE OF OUR SELLING ENTITIES ("WE"). IF YOU HAVE BOUGHT YOUR ITEM IN A DIFFERENT STORE, PLEASE CONTACT YOUR RESELLER FOR HIS RETURN POLICY. FURTHER, THIS IS NOT APPLICABLE TO THE SUPPLY OF ANY DIGITAL CONTENT.

Here is how you have to proceed in the following cases:

**A. You want to cancel your purchase**, because you want to exercise your cancellation right according to the statutory applicable regulations for distance selling to end consumers, without having to give any reason.

You acknowledge that you have to do this within the applicable withdrawal period, which is - for the avoidance of doubt - a maximum of **14 calendar days** after receipt. You have to inform us accordingly within **14 calendar days** after the day on which you have received the product, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com).

Please note that the product(s) may only be returned at your own expense.

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, and you will receive an e-mail notification from us. Without our notification in reply to that completed Request Form, your request is not deemed to be accepted. Please note that your request is irrevocable.

In order to get a refund, you must return us the product(s) physically in the original undamaged packaging, in unused condition, and without undue delay, in any event not later than **14 calendar days** after the day you informed us about your intention to return the product(s). A refund can only be made after we have received the product(s) back safely in the same unused condition as you have received it. For possible damages and/or delays that might occur during the return shipment, we are disclaiming any liability. Please note that acceptance of a return is within our sole discretion. Once your returned product(s) have been checked and inspected, you will receive an e-mail notification from us.

A refund will be made using the same means of payment you used at the moment of the initial purchase. We will not reimburse any shipping costs, banking charges, taxes and customs fees. We will do our best to make a refund without delay and will inform you as soon as the payment is remitted. However, some processes may be outside of our sphere of influence, such as your bank's procedures, so it may take up to **30 calendar days** for your refund to be credited to your account.

### **B. The wrong item was shipped**

If a wrong product was shipped and you are requesting the delivery of the right product, you acknowledge that you have to inform us accordingly within **14 calendar days** after the day on which you have received the product, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com), and attaching photos and/or videos of evidence (if applicable).

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, and you will receive an e-mail notification from us. Without our notification in reply to that completed Request Form, your request is not deemed to be accepted.

We will then issue a return shipping label that you have to print and fix securely on the return package. If you do not use the shipping label that we provide you or if you ship using other carriers, your return will not be accepted and we will not reimburse you for such a return shipping.

For a replacement, you must return us the product(s) physically in the original undamaged packaging, in unused condition, and without undue delay, in any event not later than **14 calendar days** after the day you informed us about your intention to return the product(s). A replacement can only be made after we have received the product(s) back safely in the same unused condition as you have received it. For possible damages and/or delays that might occur during the return shipment, we are disclaiming any liability. Our obligation to replace will not start before receipt of the product(s) by us. Please note that acceptance of a return is within our sole

discretion. Once your returned product(s) have been checked and inspected by us, you will receive an e-mail notification from us, and we will ship you the right product(s) at our expense.

### C. In-box items are missing

If you believe that there are missing in-box items (such as: charger, charger cable, screw driver, polishing cloth etc.), please compare it with the description in the relevant User Guide(s). If you are requesting a delivery of the missing items, you acknowledge that you have to inform us accordingly within **14 calendar days** after the day on which you have received the product, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com).

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, you will receive an e-mail notification from us, and we will ship you the missing item(s) at our expense.

### D. The item arrived damaged

If your order arrives damaged, please send us a photo and/or video of the damage (product + package) by email to [support@whatwatch.com](mailto:support@whatwatch.com) within **48 hours** of receiving the shipment. If you do not report the damage to us within this period, we may not be able to honour your claim.

If you are requesting a replacement or repair of a product, you acknowledge that you have to inform us accordingly within **14 calendar days** after the day on which you have received the product, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com). In particular, a detailed description of the defect will be required, as well as a photo and/or video of the damage. Without our notification in reply to that completed Request Form, your request is not deemed to be accepted.

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, and you will receive an e-mail notification from us.

We will then issue a return shipping label that you have to print and fix securely on the return package. If you do not use the shipping label that we provide you or if you ship using other carriers, your return will not be accepted and we will not reimburse you for such a return shipping.

For a replacement, you must return us the product(s) physically in the original undamaged packaging, in unused condition, and without undue delay, in any event not later than **14 calendar days** after the day you informed us about your intention to return the product(s). A replacement can only be made after we have received the product(s) back safely in the same unused condition as you have received it. For possible damages and/or delays that might occur during the return shipment, we are disclaiming any liability. Our obligation to replace will not start before receipt of the product(s) by us. Please note that acceptance of a return is within our sole discretion. Once your returned product(s) have been checked and inspected by us, you will receive an e-mail notification from us, and we will ship you the replaced or repaired product(s) at our expense.

### E. The item is defective

Before making any claim, please make sure that you have followed the instructions of in the relevant User Guide(s) and any on-screen instructions within the relevant App, and that an alleged defect is not the result of your improper use of the product.

If you discover that - during the term of the applicable statutory warranty period - a product is defective, and if you are requesting a repair and/or replacement of the product, you acknowledge that you have to inform us accordingly within **14 calendar days** after the day on which you have discovered the defect, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com). In particular, a detailed description of the defect will be required, as well as a photo and/or video of the defect.

Depending on the type of defect that might appear with an item you have purchased from us, please note the following procedures when processing your Request:

*Incident Class 1 (severe) is defined as:*

a) Technical irregularity:



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The intended use or operation of the product is impossible or unreasonably limited as a result of an incident. No solution is possible.

b) Physical non-conformity: major marks or damages which hinder the intended use or operation of the product. For such issues, you are entitled to demand a repair/replacement to be completed within a reasonable time. Should we fail to remedy that within a reasonable time after we have received your completed Request Form and the allegedly defective product, you are entitled to withdraw from the contract and demand a full reimbursement of the purchase price.

*Incident Class 2 (medium) is defined as:*

a) Technical irregularity:

The intended use or operation of the product is impaired or limited as a result of an incident. However, a solution is possible.

b) Physical non-conformity: marks or damages which do *not* hinder the intended use or operation of the product. For such issues, you are entitled to demand a repair/replacement to be completed within a reasonable time. Should we fail to remedy that within a reasonable time after we have received your completed Request Form and the allegedly defective product, you are entitled to get a price reduction.

*Incident Class 3 (minor) is defined as:*

Any issue not falling under class 1 or 2, and the intended use or operation of the product is restricted to a minor extent only, such as minor marks, including but not limited to scratches to metal or glass, chips, visible damages and stains etc.

Incidents under category 1 and 2 are defined as "significant"; incidents under categories 3 are defined as "insignificant". Defects as defined as "insignificant" do not entitle you to demand a refund or a price reduction. Any statutory obligation to fix defects within the framework of warranty remains unaffected.

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, and you will receive an e-mail notification from us. Without our notification in reply to that completed Request Form, your request is not deemed to be accepted. Please note that your request is irrevocable.

If we acknowledge that the product may be faulty, we will then issue a return shipping label that you have to print and fix securely on the return package. If you do not use the shipping label that we provide you or if you ship using other carriers, your return will not be accepted and we will not reimburse you for such a return shipping.

For possible damages and/or delays that might occur during the return shipment, we are disclaiming any liability. Our obligation to repair or replace will not start before receipt of the product(s) by us.

Once your returned product has been checked and inspected by us, you will receive an e-mail notification from us. **If - following our examination – it is found *not* to be faulty, you will not be entitled to any refund of shipping costs and we will return the product to you at your expense.**

In order to get a replacement, repair or a refund, you must return us the product(s) physically in the original undamaged package or in an appropriate protective packaging, and without undue delay, in any event not later than **14 days** after the day you informed us about your intention to return the product(s).

Please note that acceptance of a return, a replacement, repair or refund is within our sole discretion.

A refund can only be made after we have received the product(s) back safely in the same unused condition as you have received it. A refund will be made using the same means of payment you used at the moment of the initial purchase. We will not reimburse any shipping costs, banking charges, taxes and customs fees. We will do our best to make a refund without delay and will inform you as soon as the payment is remitted. However, some processes may be outside of our sphere of influence, such as your bank's procedures, so it may take up to 30 days for your refund to be credited to your account.

# WHAT? WATCH

WHAT WATCH HOLDINGS  
GMBH  
Schwedenplatz 3-4/20, 1010 Vienna,  
Austria

WHAT WATCH AG  
Löwenstrasse 2, 8001, Zürich,  
Switzerland

WW US DISTRIBUTION INC.  
666 Fifth Avenue, Suite 1700, New York,  
NY 10103, USA

WHAT WATCH HK LIMITED  
Level 09, 4 Hing Yip Street  
Kwun Tong, Kowloon, Hong Kong

## APPENDIX 3 TO THE GENERAL TERMS AND CONDITIONS REQUEST FORM

Please complete this Request Form and send it to support@whatwatch.com to request a return. By submitting this request, you agree with the terms of our RETURN, REPLACEMENT & REFUND POLICY. Please be sure to familiarize yourself with it.

### PERSONAL DETAILS

Your name and surname	
Your contact phone	
Your contact e-mail	
Your shipping address <i>(only if a replacement is requested)</i>	
Your billing address <i>(only if a refund is requested)</i>	

### ORDER DETAILS

Order No.	
Invoice No.	
Date of your online purchase	
Date of receipt of your order	

### PRODUCT DETAILS

Which product(s) are you returning?	
Product serial number	
Your mobile device	
Your mobile device operation system + version	
Watch App type + version	
What is your reason for returning the item(s)?*	<p><i>*please choose one of the "accepted reasons for returns" A-E above, and provide details below</i></p> <p><b>A.</b>   <b>B.</b>   <b>C.</b>   <b>D.</b>   <b>E.</b></p> <p><input type="checkbox"/>   <input type="checkbox"/>   <input type="checkbox"/>   <input type="checkbox"/>   <input type="checkbox"/></p>
Description of the defect <i>(if applicable)</i>	<p>I confirm that I have followed the instructions of the User Guide and that the alleged defect is not the result of my improper use of the product.</p>