

MANUAL

# MODERN



## SECTION I

### I. INTRODUCTION

Dear Customer,

Your new What? watches contain electronic components have an E-Ink display and are able to interact with your cell phone wirelessly. Therefore, please use caution and common sense while exploiting. See below for detailed instructions and PLEASE CONSULT THIS USER MANUAL BEFORE USING THE PRODUCT!

### 2. KIT

As it is in box content page

Swiss movement (classic and pocket only) /Quartz movement

Hardened mineral glass

E-paper display

Model	Weight (g)	Length(w/ Band)	Length(w/o Band)	Width	Height
Classical	51,9	256,6	48,7	45	12,8
Radar	64,8	244,8	43,5	46,3	12,6
Modern	30,3	244	N/A	44,7	12,5
Pocket	102,3	N/A	72,5	55	14,5

### **3. COMPATIBILITY**

What? Watch is designed to be used with the following devices:

- iOS - iPhone 4S and above using iOS 7 and above;
- Android - Smartphones using Android 4.3 and above with Bluetooth 4.0 (Low Energy) Technology support (GATT profile support is required).

### **4. QUICK START**

### **5. CLEANING**

Dry cleaning or use of wet fabric (water only) allowed.

### **6. TROUBLESHOOTING**



### **7. DESIGNED AND ENGINEERED IN SWITZERLAND BY WHAT WATCH AG.**

Manufactured by WHAT WATCH HK LIMITED, registered and located in Hong Kong, File Number is listed as 2099381. Address: 19th Floor, Silver Fortune Plaza, 1 Wellington Street, Central, Hong Kong.

Assembled in China.

Watch band and packaging made in China.

## BOX CONTENTS

- 1 classic watch
- 1 battery 364  
(already inserted)  
for watch movement
- 1 battery cr2032  
(already inserted)  
for electronics
- 1 user guide

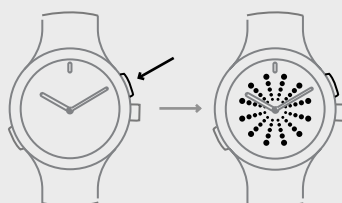


## QUICK START



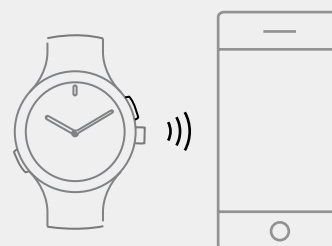
**DOWNLOAD WHAT? MOMENTS  
FROM ITUNES OR GOOGLE PLAY**

The watch can also  
work without.



**ACTIVATE YOUR WATCH PRESSING  
THE RED BUTTON FOR X SEC**

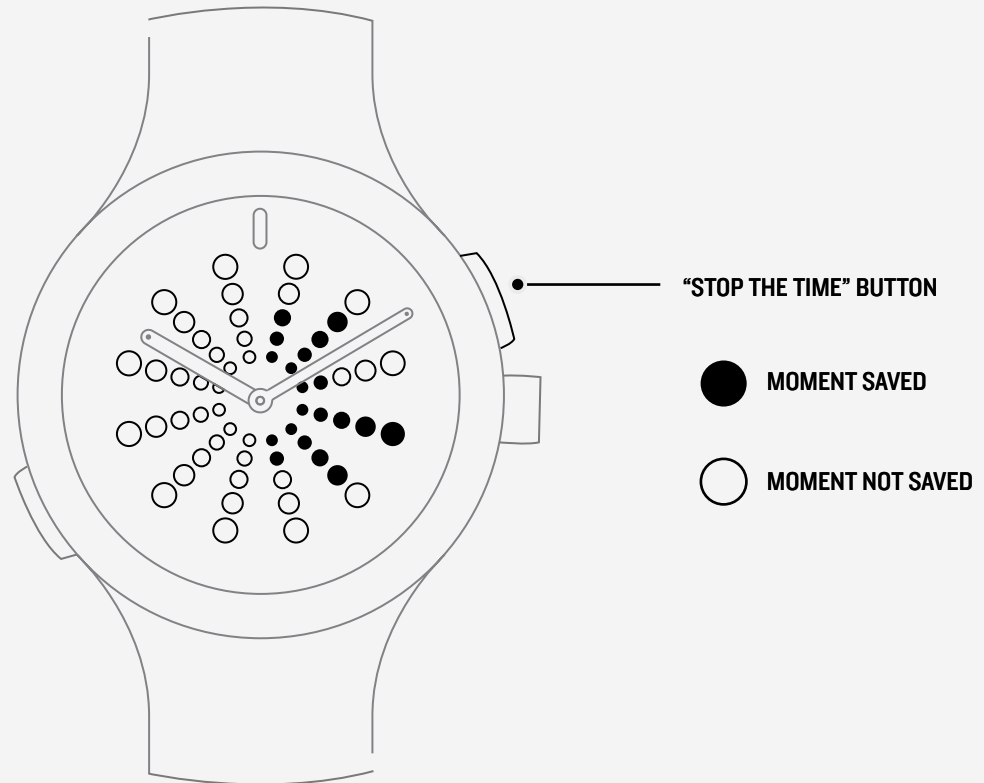
The watch will play  
an animation to signal  
activation.



**CONNECT YOUR WATCH & PHONE  
VIA BLUETOOTH .**

Follow instructions on  
app screen.

## STOP THE TIME



## HOW IT WORKS



**PRESS THE RED BUTTON  
TO CREATE A MOMENT.**



**A NEW MOMENT GETS CREATED ON  
THE WATCH. A TIME STAMP GETS  
SENT TO THE SMARTPHONE VIA  
BLUETOOTH.**



**OPEN THE APP AND EDIT YOUR  
MOMENT :)**

## SECTION 2

### HEALTH AND SAFETY

This section outlines the safety precautions associated with using your Product (watch).

#### READ THIS INFORMATION BEFORE USING YOUR PRODUCT.

#### 1. FCC INFORMATION TO USER

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes or modifications not expressly approved by What Watch could void your authority to operate the device.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

The Product may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop the Product if such interference cannot be eliminated.

#### 2. CHILDREN AND THE PRODUCT

This Product is not a toy. Keep away from children. Children may harm themselves or the product is used improperly.

Keep the Product and all its parts and accessories out of the reach of small children (under six years). Also please keep the Product and all its parts and accessories away from people with mental disorders, people under the influence of drugs or alcohol and from people in any other conditions that could potentially negatively affect their consciousness or ability to reason.

#### 3. DRIVE SAFELY

The main responsibility of a driver is the safe operation of a vehicle. No secondary task should be performed while driving. Do not engage in any activity that may cause inability or reduced ability to concentrate on driving. Never use the Product in a manner that will obstruct the driver's clear view of the street or traffic. Never use or configure the product or the related application in any way while driving. Check the laws and regulations on the use of devices in the areas where you drive and obey them. The use of these devices may be prohibited or restricted in certain areas.

## 4. MEDICAL DEVICES

A minimum separation of six (6) inches is recommended to be maintained between the Product and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the device. Persons who have such devices

- Are advised to keep the Product more than six (6) inches from their implantable medical device when the Product actively used (e.g. the red button is pressed, or the application is running synchronization process)
- Should not carry the Product in a breast pocket;
- Should read and follow the directions from the manufacturer of the implantable medical device.

If you have any questions about using the Product with an implantable medical device, consult your health care provider.

### *Other medical devices:*

If you use any other personal medical devices, consult the manufacturer of your device to determine if it is adequately shielded from external RF energy. Your physician may be able to assist you in obtaining this information.

In health care facilities when any regulations posted in these areas instruct you to do so. Hospitals or health care facilities may be using equipment that could be sensitive to external RF energy.

## 5. LIQUIDS

Do not let the Product come in contact with liquids. Liquid can cause corrosion and short circuit the device. Even when the Product appears to be dry and to operate normally, the circuitry and internal parts could slowly corrode and pose a safety hazard.

If the Product and/or battery get wet, have them checked by qualified technical specialist or organization or contact What Watch, even if the Product or battery appear to be working properly.

Do not turn on the Product if it is wet. If your Product is already on, dry the Product with a towel and take it to a service center.

## 6. EXTREME TEMPERATURES (HEAT AND COLD)

Do not place your Product in or near a heat source above 40 degrees Celsius or in environment with the temperature below 0 degrees Celsius. Excessive heating (for example, in a sauna) or exposure to cold can damage the product as severely as explosion and total loss.

Do not dry a wet or damp Product or its battery with an appliance or heat of any source such as a

microwave oven, hair dryer, iron, or radiator.

Avoid leaving your Product in a car in high or low temperatures.

Do not dispose of the Product or the battery in a fire. The Product or the battery may explode or cause pollution and contamination when overheated.

Do not put the Product into the freezer or refrigerator.

## **7. HANDLING DAMAGED PRODUCT**

Do not handle a damaged or leaking battery. Do not let leaking battery fluid come in contact with your eyes, skin or clothing. For safe disposal options, contact your nearest service center.

Avoid dropping the Product. Dropping the Product, especially on a hard surface, can potentially cause damage to the Product.

Do not carry the Product in your back pocket, it could damage the Product if you fall or sit on it.

If you suspect damage to the Product or battery, take it to a qualified technical specialist or organization for inspection.

Never use any charger, outlet, or battery that is damaged in any way.

Do not allow the battery to touch metal objects. Do not use incompatible batteries and chargers. Misuse or use of incompatible batteries and charging devices could result in damage to the Product and a possible risk of fire, explosion, or leakage; leading to serious injuries, damages to the product or your phone, or other serious hazard.

## **8. BATTERY USE AND SAFETY**

Do not ingest the battery and keep it away from children and animals. Please do not use it in any other way than to insert into the Product for use as source of energy for the product.

Do not disassemble, crush, puncture, shred, or otherwise attempt to change the form of your battery. Do not put a high degree of pressure on the battery. This can cause leakage or an internal reaction, resulting in overheating.

## **9. WHAT WATCH RECYCLING**

What Watch cares for the environment and encourages its customers to recycle What Watch Products and What Watch accessories.

Proper disposal of your Product and its battery are not only important for safety, but also as a benefit to the environment.



Batteries must be recycled or disposed of properly.

## 10. DISPLAY

The display on your Product can be broken if dropped or exposed to significant impact. To prevent injury, do not use if screen is broken or cracked.

## II. OUR ADVICE ON MAINTENANCE AND CARE

Your Product is a product of superior craftsmanship and design. It should be treated with care.

The suggestions below will help you fulfill any warranty obligations and allow you to enjoy this product for many years:

- Keep your What Watch Product away from liquids of any kind. Keep the Product dry and do not expose to temperatures that are below 0 degrees Celsius or above 40 degrees Celsius.
- Do not use the Product with wet hands. Doing so may cause an electric shock to you or damage to the Product.
- Do not wear the Product when the straps are wet. Wet straps can cause skin irritation. Dry the straps first. If you experience skin irritation when wearing the Product, stop wearing the Product and consult a physician.
- Do not expose your Product to dust, dirt, or sand.
- Do not use harsh chemicals, cleaning solvents or strong detergents to clean the Product. Wipe it with a soft dry cloth. Adding a small amount of clean water so that the cloth would not be soaking wet is permitted.
- Do not drop, knock, or shake the Product. Rough handling may cause damage to internal circuit boards.
- Do not bite or suck on the Product or otherwise insert the Product into the eyes, ears, or mouth for any reason.
- In case wearing the Product causes itching or other signs of allergic reaction please stop wearing the Product and consult your physician.
- Do not paint the Product. Paint can clog the Product's moving parts or ventilation openings and prevent proper operation.
- Remember to follow any special regulations enforced in your area, and your Product whenever it is forbidden to use it, or when it may cause interference or danger.
- When connecting the Product or any accessory to another device, read its user's guide for detailed safety instructions. Do not connect incompatible products.

- Most modern electronic equipment is shielded from Radio Frequency (RF) signals. However, certain electronic equipment may not be shielded against the RF signals from your Product. Consult the manufacturer to discuss alternatives.
- RF signals may affect improperly installed or inadequately shielded electronic systems in motor vehicles. Check with the manufacturer or its representative regarding your vehicle before using your Product in a motor vehicle. You should also consult the manufacturer of any equipment that has been added to your vehicle.
- In any facility where posted notices require you to do so.
- When in any area with a potentially explosive atmosphere and obey all signs and instructions. Sparks in such areas could cause an explosion or fire resulting in bodily injury or even death. For example, users are advised to switch the mobile devices off while at a refueling point (service station).
- Users are reminded of the need to observe restrictions on the use of radio equipment in fuel depots (fuel storage and distribution areas), chemical plants, or where blasting operations are in progress. Areas with a potentially explosive atmosphere are often, but not always, clearly marked. They include, but are not limited to: below deck on boats, chemical transfer or storage facilities, vehicles using liquefied petroleum gas (such as propane or butane), areas where the air contains chemicals or particles, such as grain, dust, or metal powders, and any other area where you would normally be advised to turn off your vehicle engine. Vehicles using liquefied petroleum gas (such as propane or butane) must comply with the National Fire Protection Standard (NFPA-58). For a copy of this standard, contact the National Fire Protection Association.

## 12. CAUTIONS

Any changes, interactions with software or modifications to your Product not expressly approved by What Watch could void your warranty for this equipment and void your authority to operate this equipment. Only use approved batteries, antennas, and chargers (if any).

The use of any unauthorized accessories as well as software may be dangerous and void the Product warranty if said accessories cause damage or a defect to the Product.

## 13. OTHER IMPORTANT SAFETY INFORMATION

- Only qualified personnel should service the Product. Faulty service may be dangerous and may invalidate any warranty applicable to the Product.
- Ensure that the Product or related equipment used in your vehicle is securely mounted.
- When using the Product in a dry environment, static electricity can build up in the Product and

cause a small quick static electrical shock.

- Do not store or carry flammable liquids, gases, or explosive materials in the same compartment as the Product, its parts, or its accessories.
- For vehicles equipped with an air bag, remember that an air bag inflates with great force. Do not place the Product in the area over the air bag or in the air bag deployment area. If the air bag inflates, serious injury could result.
- Do not use your Product actively (e.g. do not push the red button and do not synchronize it via application) at the aircraft. The use of wireless devices in aircraft is illegal and may be hazardous to the aircraft's operation. Check with the appropriate authorities before using any function of any device while on an aircraft. Failure to observe these instructions may lead to legal action or incident.

## SECTION 3

### WHAT WATCH WARRANTY

#### I. WARRANTY COVERAGE

You (hereinafter, “You” or the “User”) accept the conditions of this warranty (“Warranty”) by purchasing a What Watch watch (“Products”).

What Watch HK Limited (“What Watch”) 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
- Battery – battery manufacturer’s warranty
- Packing – two weeks

\*This Warranty is conditioned upon proper use of the Product.

#### 2. 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 temperature 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.

This Warranty does not cover any battery. Please contact the appropriate battery manufacturer in case of any battery defects.

### 3. OUR OBLIGATIONS

During the applicable warranty period and in accordance with this Warranty, WHAT WATCH will (at WHAT WATCH's sole option) provide the refund or replacement of the Product without charge.

All replaced Products will be warranted for a period equal to the remainder of the original Warranty on the original Product.

All replaced Products, parts, components, boards and equipment shall become the property of WHAT WATCH.

Transfer or reassignment of this Warranty is prohibited.

### 4. OBTAINING THE WARRANTY SERVICE

To obtain service under the Warranty, please

1. Return the Product back to your vendor or an authorized service facility in an adequate container for shipping. Please find actual authorized service facilities on our website or ask for the actual list via [support@whatwatch.com](mailto:support@whatwatch.com). Postage and transportation cost are not covered;
2. Attach the sales receipt with the original date of purchase;
3. Provide the serial number of the Product as well as the seller's name and address.

If, according to WHAT WATCH's decision, the Product is not covered by this Warranty, unfortunately, the user will have to pay for all parts, shipping, and labor charges for the repair or return of such Product.

We encourage you to keep a separate backup copy of any contents of the Product before delivering the

Product to WHAT WATCH for warranty service, as the contents may be lost or changed completely or in part during the warranty service.

## 5. LIMITS ON WHAT WATCH'S LIABILITY

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 THE ABOVE 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.

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. 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 THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

Any such dispute, controversy or claim shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

- The number of arbitrators shall be one, nominated by What Watch;
- The seat of the arbitration shall be Zurich, Switzerland;
- The arbitral proceedings shall be conducted in English.

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. SEVERABILITY**

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.

## SECTION 4

### END USER AGREEMENT

#### IMPORTANT! READ CAREFULLY!

This End User Agreement (“EUA”) is a legal agreement between you as the user of watch (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”) who has 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; 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.

#### I. 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:

- 1.1. 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;
- 1.2. 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 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.

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 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. 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.

## **7. 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.

## **8. 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 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.

## **9. 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.

## **10. 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.

## **II. U.S. GOVERNMENT END USERS RESTRICTED RIGHTS**

The Software and IP is licensed only with “restricted rights” and as “commercial items” consisting of “commercial software” and “commercial software documentation” with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All Devices are provided only with “restricted rights” with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

## **12. APPLICABLE LAW**

This EUA is governed by the laws of the jurisdiction where you are a resident or, if a resident of the United States, by the laws of the state of Texas, without regard to its conflict of law provisions. This EUA shall not be governed by the UN Convention on Contracts for the International Sale of Goods (1980), the application of which is expressly excluded.

## **13. DISPUTE RESOLUTION**

ALL DISPUTES WITH WHAT WATCH ARISING IN ANY WAY FROM THIS EUA OR YOUR USE OF THE SOFTWARE AND/OR IP SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

Any such dispute, controversy or claim shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

- The number of arbitrators shall be one, nominated by What Watch;
- The seat of the arbitration shall be Zurich, Switzerland;
- The arbitral proceedings shall be conducted in English.

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

#### **14. 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.

## SECTION 5

### CERTIFICATION

Your new device is tested and compliant with the highest international standards of safety.

1. CE extract from Declaration of Conformity

Your What Watch product corresponds to all applicable EU directives and requirements and has been tested respectively.

[Copy of DECLARATION ON CONFORMITY – to be received from testing lab]



2. [copy of FCC Declaration - – to be received from testing lab]

3. WEEE order compliance



Your new watch, being the electrical and electronic equipment (EEE), contains materials, components and substances that may be hazardous and present a risk to human health and the environment when waste electrical and electronic equipment (WEEE) is not handled correctly.

The watch is marked with the crossed-out wheeled bin as it is electrical and electronic equipment. The crossed-out wheeled bin symbol indicates that waste electrical and electronic equipment should not be discarded together with unseparated household waste, but must be collected separately.


Please do not discard this watch together with household waste. Please use applicable municipal collection schemes to reduce adverse environmental impacts in connection with disposal of waste electrical and

electronic equipment and to increase opportunities for reuse, recycling and recovery of waste electrical and electronic equipment.

For this purpose all local authorities have established collection schemes under which residents can dispose waste electrical and electronic equipment at a recycling centre or other collection points, or WEEE will be collected directly from households. Please check for more detailed information from the technical administration of the relevant local authority.

## SECTION 6

### TRADEMARKS, DESIGNS AND PATENTS

- WHAT? As well as the logo  are the registered trademarks of What Watch AG.
- All designs and patents adhering to your new watch including the packaging have been developed by highly trained professional designers and technical engineers and are protected by registration. All rights are reserved.
- All other marks are the property of their respective owners. All rights reserved. All product and company names mentioned herein are the trademarks or registered trademarks of their respective owners. Any rights not expressly granted herein are reserved. All other trademarks are property of their respective owners.
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Manufacturer – What Watch HK Limited, 19 Floor, Silver Fortune Plaza, 1 Wellington Street, Central, Hong Kong