

WATCHX WEARABLE DEVICE TERMS of USE

INTRODUCTION

WELCOME TO WATCHX! THESE TERMS OF USE ("TERMS") GOVERN YOUR ACCESS TO AND USE OF WATCHX WEARABLE DEVICES AND THEIR ASSOCIATED SERVICES, APPLICATIONS, OR SOFTWARE (COLLECTIVELY REFERRED TO AS THE "SERVICES"). BY USING A WATCHX WEARABLE DEVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE WATCHX WEARABLE DEVICE.

1. Use of Services

1.1 Eligibility

To use the WatchX wearable device, you must be at least 13 years old. By using the Services, you represent and warrant that you meet this age requirement.

1.2 Account Registration

To access certain features of the WatchX wearable device, you may need to create an account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

1.3 Permitted Use

You agree to use the WatchX wearable device only for lawful purposes and in compliance with these Terms. You shall not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use of the Services.

2. Health and Safety

2.1 Health Disclaimer

The WatchX wearable device may provide information related to your health and fitness. However, it is not a medical device and should not be used as a substitute for professional medical advice, diagnosis, or treatment. Always consult a qualified healthcare provider for any medical concerns.

2.2 Safety Warning

Do not use the WatchX wearable device while driving or operating machinery. Ensure that your use of the WatchX wearable device does not distract you or impair your safety or the safety of others.

3. Software and Updates

3.1 Software License

WatchX grants you a limited, non-exclusive, non-transferable license to use the software embedded in the WatchX wearable device solely for personal, non-commercial purposes related to the Services.

3.2 Updates

WatchX may provide updates, upgrades, or modifications to the software. These updates may be automatically installed without further notice or consent. By using the WatchX wearable device, you agree to such automatic updates.

4. Data Privacy

4.1 Data Collection

The WatchX wearable device may collect data related to your usage, health, and activities. By using the Services, you consent to the collection, use, and processing of your data in accordance with our Privacy Policy.

4.2 Data Security

WatchX takes reasonable measures to protect your data, but no security measures are completely infallible. You acknowledge that the use of the Services is at your own risk, and WatchX is not responsible for any unauthorized access to your data.

5. Intellectual Property

5.1 Ownership

All content, software, and technology related to the WatchX wearable device are owned by WatchX or its licensors and are protected by intellectual property laws. You agree not to copy, distribute, modify, or create derivative works of the Services without express written permission from WatchX.

5.2 Trademarks

"WatchX" and all related logos and product names are trademarks of WatchX. You may not use these trademarks without prior written consent from us.

6. Limitation of Liability

6.1 No Warranties

The WatchX wearable device is provided "as is" and "as available" without any express or implied warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

6.2 Limitation of Liability

To the fullest extent permitted by law, WatchX shall not be liable for any direct, special, incidental, or consequential damages, including but not limited to loss of use, loss of revenue, loss of actual or anticipated profits (including loss of profits on contracts),

loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss of data, or any indirect or consequential loss or damage arising out of or in connection with the use or performance of the Services.

7. Termination

7.1 Termination by WatchX

WatchX reserves the right to suspend or terminate your access to the Services at any time, for any reason, without notice.

7.2 Effect of Termination

Upon termination, all licenses and rights granted to you under these Terms will immediately cease. Sections 5 (Intellectual Property), 6 (Limitation of Liability), and 8 (Governing Law) shall survive termination of these Terms.

8. Governing Law

These Terms are governed by and construed in accordance with the laws of [Your Country/Region], without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to these Terms shall be exclusively brought in the courts of [Your Country/Region].

9. Changes to the Terms

WatchX reserves the right to modify these Terms at any time. If we make changes to these Terms, we will provide notice through the Services or other means. Your continued use of the WatchX wearable device after any such changes constitutes your acceptance of the new Terms.

10. Contact Us

If you have any questions about these Terms, please contact us at service@watchx.network.

Conclusion

BY USING THE WATCHX WEARABLE DEVICE, YOU AGREE TO COMPLY WITH THESE TERMS. PLEASE READ THEM CAREFULLY AND ENSURE YOU UNDERSTAND THEM BEFORE USING THE SERVICES.