

SECTION 1

I. INTRODUCTION

Dear Customer,

Your new Calendar Watch contains electronic components, features an E-Ink display, and is able to interact with your smartphone wirelessly. Therefore, please use caution and common sense while using your new watch. See below for detailed instructions and PLEASE CONSULT THIS USER MANUAL BEFORE USING THE PRODUCT!

2. BOX CONTENTS

- 1 Calendar Watch
- 1 Charger
- 1 Charger Cable
- 1 Screw Driver
- 1 Polishing Cloth
- 1 Quick Start Guide

Comment [IK1]: Nick?Paper with a QR code

3. WATCH SPECIFICATIONS

Time accuracy: ± 15 seconds per month
Operation temperature: 0(°C) to +45(°C) / (32F to 113F)
Battery: Built-in rechargeable lithium-ion battery (3.7V, 100mAh)
Battery life: appr. 6 weeks until it needs to be charged
Calendar retention: 48h
Water resistance: 5 ATM
Note: leather bands are not water resistant

Stainless steel case, double domed hardened K1 crystal glass, modern quick release strap, Bluetooth Low Energy 4.0, Electronic Paper Display, analog 3-hand movement, vibration sensor, rechargeable battery.

Weight (g)	Dimensions (mm)		
	Width	Length	Depth
95,0	47,0	280,0	14,0

4. COMPATIBILITY with the Phone

Calendar Watch is designed to be used with the following operating systems:

- **iOS** - iPhone 4S and above using iOS 9 and above
- **Android** - Smartphones using Android 5.0 and above with Bluetooth 4.0 (Low Energy)

Technology support - GATT profile support is required.

5. SET UP GUIDE

1. DOWNLOAD the Calendar Watch App from the App Store or GooglePlay
App Store: Calendar Watch App by What? Watch
GooglePlay: What? – Calendar Watch App
2. CREATE a profile in the App
3. To enable Bluetooth connection with your smartphone, please ensure that Bluetooth is enabled on your phone and also on the watch: to activate the Calendar Watch Bluetooth please lay the watch flat and triple tap on the watch face. You should be rewarded with three flashes from the display as the sign of activation.
4. PAIR the Calendar Watch with the App: ensure the App is open, place the watch near the smartphone and press the “Pair” button on the App screen.



The App will display a rotating wheel symbol, and then confirm the pairing.

Follow the onscreen instructions: a series of welcome screens will assist you with the setup of the Calendar Watch App.

5. CALIBRATE the watch

While pairing the watch for the first time, the watch needs to be calibrated, you will be prompted to enter the time displayed on the watch in the App.
 For subsequent calibrations of the hands, open the App, go to “MY WATCH” screen and then to the SET TIME section. Enter the time that’s being shown on the watch. The watch will automatically rotate the hands to synchronize with the time on your smartphone. Please note that the watch hands will pause during this calibration process.

6. CALENDAR synchronization

Ensure that the Calendar Watch App has access to the built in calendar application on your smartphone, as the Calendar Watch application syncs directly with it.

The Calendar Watch App can only synchronize those calendars which are displayed by the built in calendar application on your smartphone. Therefore please ensure those calendars you wish to have displayed on the Watch are enabled within the smartphone calendar application.

Should you require assistance connecting calendars to the inbuilt calendar application, please check with your phone manufacturer.

Please make sure Bluetooth is always enabled on your smartphone and the App is working in background mode. The synchronization will not function with the Calendar Watch App closed.

6. WATCH FUNCTIONS

• TAPPING INPUT

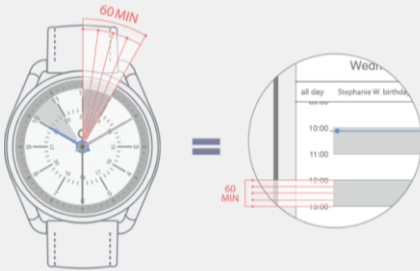
Please ensure the watch is in a horizontal position for two seconds before tapping on the watch where indicated:



- By double tapping the watch face, it shows your next 12-24h schedule for 5 seconds in both fixed and flexible modes. The watch also vibrates for 0.3 seconds as feedback. After, the display refreshes again and displays your current schedule.
- With a triple tap, the time and schedule are synced immediately with your phone (otherwise the watch automatically syncs every 15 minutes). The watch responds with two 0.3 second vibrations and an animation. When in airplane mode, a triple tap will wake up the watch and turn on the Bluetooth.

• SEGMENTS

Dark segments represent your busy time according to the calendar



• SYNCHRONIZATION WITH THE CALENDAR

The watch syncs with your smartphone through the App and updates the information every 15 minutes. In order to force synchronization, triple tap on the watch face or push the manual sync button in the App.

Please make sure Bluetooth is always enabled on your smartphone and the App is working in background mode. The synchronization will not function with the Calendar Watch App closed.

• AUTOMATIC TIME SYNCING

The analog movement of the watch is synced via a Bluetooth connection with your smartphone and the Calendar Watch App. As a result, the hands are automatically adjusted to the time displayed on the phone. If a time zone change is detected, the watch hands will be automatically adjusted to the new time.

- **DISPLAY MODES**

The watch features two distinct modes, FIXED and FLEXIBLE, and you can switch between the modes in the App:

- In FIXED mode, the watch shows a 12h period of your choosing, and the display is completely updated every 12 hours. You can choose what you want the watch to show: for example, maybe your work day ranges from 9AM to 9PM, or 7AM to 7PM. After the watch reaches the end of the set period, the watch face will completely refresh and display the next 12 hours.



- In FLEXIBLE mode, you always see the next 12 hours from the hour hand. The display will be updated segment by segment every 15 minutes following the hour hand. Past segments will be erased from the watch face.



- **WATCH CALIBRATION/TIME SETTING**

In case you need to set time, open the App, go to "MY WATCH" screen and then to the SET TIME section. Enter the time that's being shown on the watch. The watch will automatically rotate the hands to synchronize with the time on your smartphone. Please note that the watch hands will pause during this calibration process.

- **POWER SAVING**

When the watch has not detected any movement for 15 minutes, the watch enters its power-saving mode. This is visualized by the second hand stopping at the 12 o'clock position, while the hour and minute hands will continue to show the current time. As soon as motion is detected, the second hand will jump to the correct position and resume its normal motion.

- **LOW BATTERY INDICATION**

There are two ways to check the battery level of your Calendar Watch:

1. Open the App and on the home screen there is a battery level indicator.
2. When the battery level reaches 10%, the second hand will sweep only every 5 seconds in one movement.

- **NOTIFICATIONS**

The watch notifies you about an approaching event by vibrating and flashing that particular event segment according to the alert time you have set on your calendar.

- **FLIGHT MODE**

In the App you can switch the Watch to Flight Mode, which disables the Bluetooth functionality on your Calendar Watch. In order to enable it again, simply triple tap on the watch face.

3. HOWTO

- **OPEN/CLOSE THE BUCKLE**

To open the buckle, simply press

Comment [IK2]: NC description



- **CHANGE LUGS**

To change lugs, simply undo the screws on the back of the watch with the opening tool provided:



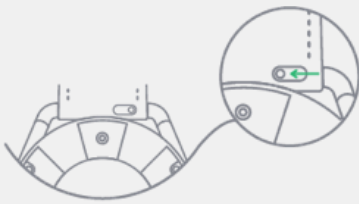
- **CHANGE BUCKLES**

To change buckles, pull the quick release pin on the strap:



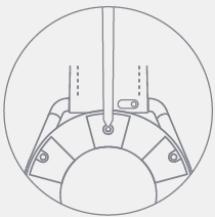
- **CHANGE THE STRAP**

To change the strap, pull the quick release pin on the strap:



- **RESET THE WATCH**

You can reset the Watch in the App, or by pushing and holding the reset button on the back case of the watch.



- **CLEAN**
Please use a damp cloth (water only)
- **DEACTIVATE ALL-DAY EVENTS**
Move the all-day events slider in the App, the watch will stop displaying all-day events automatically
- **UNPAIR THE WATCH**
Press "Forget" in the App

4. BATTERY INFORMATION AND CHARGING

BATTERY TYPE:

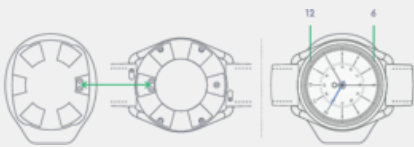
- Type: Lithium-ion rechargeable cell battery
- Model: LIR2430
- Capacity: 60mAh
- Cycle life: ≥ 500 cycles, capacity $>70\%$
- Rated voltage: 3.6V
- Working voltage range: 3.0v - 4.2V
- Battery shape: coin shape
- Size(normal): 24.5 mm diameter, 3.0mm thickness
- Weight (normal): 4.2g

BATTERY CHARGE TIME: 1.5 - 2 hours

LIFETIME OF THE CHARGED WATCH: about 6 weeks

CHARGING INSTRUCTIONS

When the watch battery is running low, displayed within the App or shown by the watch (please see "Low Battery Indication" section), then charge the watch:



1. Place it on the charger, ensuring the charging pins are aligned with the contact pads on the rear of the watch.
When viewed from the front, the charging pins can be seen on the right-hand side of the charger.
The watch needs to be clipped into the charger as lying on its side, with the 12 o'clock marker of the watch on the left, and 6 o'clock marker on the right.
2. Connect the USB cable to the charger and a power source (either a laptop or, via a plug (not supplied) into the main electrics). You will know the watch is charging as you will get a discrete buzz from the watch and the second hand will now sweep through 3 seconds, every 3 seconds.
3. Charging is shown as completed when the second hand movement returns to normal and the App shows 100%
4. Disconnect the cable and remove the watch from the charger.

Comment [IK3]: NC TO DO

5. TROUBLESHOOTING

SYMPTOMS	CAUSE	ACTION
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Watch doesn't sync with the App	The Watch is not close enough to the phone	Put the watch closer to the phone
	The battery is discharged	Charge the watch
	Bluetooth in the smartphone is not active	Enable the smartphone's Bluetooth
	Bluetooth in the watch is not active	Triple tap on the watch face to activate Bluetooth. Make sure the watch is placed horizontally before and during tapping
Watch doesn't sync with the calendar/ Added or changed meetings don't appear on the watch face	Calendar Watch App is closed	Open the Calendar Watch App and make sure it runs in background mode
	Watch syncs only every 15 minutes with the App	Force synchronization by triple tapping on the watch face
	Calendars are not displayed in the inbuilt calendar app	Switch on calendars within the built in calendar app
Watch doesn't change time in a different time zone	Bluetooth in the smartphone is not active	Enable the smartphone's Bluetooth
	Airplane-mode is enabled in the App	Switch the airplane mode off by triple tapping the watch face in order to activate Bluetooth
Any issues not described in this User Manual		Reset the watch or contact us: support@whatwatch.com

6. DESIGN, ENGINEERING & MANUFACTURING

Designed in Scandinavia, engineered in Switzerland by What Watch AG, registered and located in Switzerland under the number CH-020.3.038.113-6 with its business address at Löwenstrasse 2, 8001 Zürich, Switzerland, and manufactured by WHAT WATCH HK LIMITED, registered and located in Hong Kong, registration number 2099381. Address: 19th Floor, Silver Fortune Plaza, 1 Wellington Street, Central, Hong Kong. Assembled in China.

Watch band and packaging made in China.

SECTION 2

HEALTH AND SAFETY

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

READ THIS INFORMATION BEFORE USING THE PRODUCT.

1. FCC INFORMATION TO USER

Pursuant to part 15.21 of the Federal Communications Commission (FCC), 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 if 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 15 cm (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 of 15 cm (6 inches) from their implantable medical device when the Product is used and the Bluetooth is activated (the Bluetooth could be switched off in the corresponding application)
- 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 and its accessories (the charger in particular) 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. Do not charge the Product if the Product or the charger is wet.

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, radiator etc.

Avoid leaving your Product in a car exposed to 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 and its accessories. Dropping the Product or its accessories, especially on a hard surface, can potentially cause damage to the Product or accessories.

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.

11. OUR ADVICE ON MAINTENANCE AND CARE

Your Product and any of its accessories are the products 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.
- Follow the requirements and instructions in any facility where posted notices require you to do so.
- When in any area with a potentially explosive atmosphere 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.

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- 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 the Bluetooth integrated in the Product at the aircraft. The use of wireless devices in aircraft is illegal and may be hazardous to the aircraft's operation. You can switch of the Bluetooth in the corresponding application. 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

Comment [NB4]: Would recommend not to show this section on the website

1. WARRANTY COVERAGE

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

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
- Battery –1 Year

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

Comment [IK5]: NB – add contact information

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; 16

(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.

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 fill in and submit the [Return & Refund Request](#) available at [whatwatch.com](#) to support@whatwatch.com to request a return. By submitting this request you will agree with the terms of our Return & Refund Policy. Please be sure to familiarize yourself with it. It is available on our site.

Comment [NB6]: Is there a standardized form for that 2nd watch? And where shall the customer send defect parts to?? We need to implement a maintenance and customer center or at least a physical contact 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.

Comment [IK7]: ? везде by the Brand Name

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 THESE SPECIFIC LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. 17

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. 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 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.

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. SEVERABILITY

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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 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.

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;

Comment [NB8]: Would recommend not to show this section on the website

Comment [NB9]: Will have to make also appropriate changes in TERMS AND CONDITIONS FOR APPLICATION USE” for the app available at the app store
This other text needs to be compared later

Comment [NB10]: BOTH COMPANIES WILL BE LEFT

Comment [NB11]: Inserted that to be able to exclude warranties below

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

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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 . 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

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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.

II. LIMITATION OF LIABILITY

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12. APPLICABLE LAW AND DISPUTE RESOLUTION

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 arbitrator appointed in accordance with the said Rules. The provisions on expedited proceedings are applicable. The substantive law of Austria shall be applicable. 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. 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.

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 24
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

Comment [NB13]: MISSING ! MUST BE OBTAINED FROM SWISS TECH, ILONA SAYS WILL REQUIRE THAT FROM JIMS LIU

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

VERIFICATION OF COMPLIANCE

This Verification of Compliance is hereby issued to the product designated below.

EC-Declaration of Conformity

Comment [NB14]: MISSING ! MUST BE OBTAINED FROM SWISS TECH, ILONA SAYS WILL REQUIRE THAT FROM JIMS LIU

2. FCC

VERIFICATION OF COMPLIANCE

Comment [NB15]: MISSING ! MUST BE OBTAINED FROM SWISS TECH, ILONA SAYS WILL REQUIRE THAT FROM JIMS LIU

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.

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•This manual is protected by copyright.

CONTACTS

E-mail: support@whatwatch.com

Manufactured by: WHAT WATCH HK LIMITED, registered and existing in Hong Kong.
Registration Number: 2099381. Address: 19th Floor, Silver Fortune Plaza, 1 Wellington Street, Central, Hong Kong.

Americas Seller: WW US DISTRIBUTION INC. registered and existing in New York, USA.
DOS ID: 4876803. Address: 666 Fifth Avenue, Suite 1700, New York, NY 10103, USA

Asia-Pacific Seller: WHAT WATCH HK LIMITED, registered and existing in Hong Kong.
Registration Number: 2099381. Address: 19th Floor, Silver Fortune Plaza, 1 Wellington

Street, Central, Hong Kong

European Seller: WHAT WATCH HOLDINGS GmbH, registered and existing in Austria.
Registration Number: FN 421335k. Address: Schwedenplatz 3-4/20, 1010 Vienna, Austria

7.

Federal Communication Commission (FCC) Radiation Exposure Statement

Power is so low that no RF exposure calculation is needed.

FCC statements:

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.

NOTE: The manufacturer is not responsible for any radio or TV interference caused by unauthorized modifications or changes to this equipment. Such modifications or changes could void the user's authority to operate the equipment.