

# NOWATCH // Purchase Terms and Conditions

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These are the purchase terms and conditions (**Conditions**) of NOWATCH B.V. (**NOWATCH**). NOWATCH creates and sells (a-)wearable electronic devices, chargers, and other related products (**Products**). We refer to Our website for more information: <https://nowatch.com/> (**Website**).

If You have any questions, please do not hesitate to contact Us at [legal@nowatch.com](mailto:legal@nowatch.com) or via our chat function at support.nowatch.com

## 1. Scope

- 1.1. We recommend that you read these Conditions carefully: they apply to all offers, Agreements and other dealings between NOWATCH and You as a customer (**Customer**) that relate to the sale of Our Products. NOWATCH offers its Products on the condition that You accept these Conditions.
- 1.2. We may amend these Conditions from time to time at our sole discretion without notice. You agree that the latest version of these Conditions will always apply to the Agreement. The latest version of the Conditions is available on the Website.

## 2. Definitions

- 2.1. **NOWATCH:** NOWATCH B.V., a limited liability corporation incorporated under Dutch law, having its registered office in Amsterdam (1016EZ) at Keizersgracht 316, and registered in the trade register of the Dutch Chamber of Commerce under number 77816889. In these Conditions, NOWATCH is also referred to as “**we**”, “**us**” and “**our**”.
- 2.2. **Customer:** the natural person who orders Products from NOWATCH and enters into an Agreement with NOWATCH or negotiates with NOWATCH to conclude an Agreement. In these Conditions, the Customer is also referred to as “**you**” and “**your**”.
- 2.3. **Agreement:** the agreement established between NOWATCH and the Customer at the time that NOWATCH accepts an Order, including any amendment or supplement thereto.
- 2.4. **Products:** Products from NOWATCH, which can be ordered via the Website (the “**Order**”).

## 3. Offer

- 3.1. Any offer by NOWATCH is without obligation for NOWATCH. NOWATCH can change and adapt the offer at any time. See the [Website](#) for the current range of Products offered.
- 3.2. All images, specifications and details in the offer are indicative and cannot be a reason for compensation of damages or termination of the Agreement.

## 4. Establishment of Agreement

- 4.1. After you have placed an Order with us, you will receive an email confirming receipt of your Order. Please note that this email is an acknowledgement of receipt and does not qualify as an acceptance of your Order.
- 4.2. We will accept your Order when we email you with confirmation that we have dispatched the Products, or in the case of an order for a digital voucher code, when we email you the voucher code. At that point, the Agreement between you and NOWATCH is established, unless We have informed you that we are not accepting your Order or that you have already cancelled it. You can view your Order at any time by clicking on the link in one of the emails that you have received.
- 4.3. If we are unable to accept your Order, or any part of it, we will inform you and will not charge you for the Product. If we have already received payment, we will refund you. Reasons we may not accept your Order include without limitation: the Product, or part of it, is out of stock, our resources are unexpectedly limited and we could not reasonably foresee this, there is a problem with your payment method, there are critical errors in the information you have provided to us, that we have identified an error in the price or description of the Product or that we are unable to meet a delivery deadline.
- 4.4. You represent and warrant that you are at least 18 years of age and have the legal authority to accept the Agreement on your own behalf or on behalf of any party you represent. We reserve the right not to supply the Product if we reasonably believe that you or the intended recipient are under the age of 18.

4.5. Orders are intended for consumers only. You are not allowed to purchase Products if you intend to use, distribute, license or resell the Product for business or commercial purposes. We reserve the right to refuse or cancel your Order if we suspect you are purchasing Products for such purposes.

## 5. Prices and payment

5.1. The price of the Products is as stated on our Website from time to time.

5.2. The price of the Products are in Euros, including VAT unless stated otherwise and excluding shipping costs, that are listed separately on our Website.

5.3. Despite our best efforts, some of our Products may be incorrectly priced. We may not accept or process your Order if a Product is incorrectly priced. If we accept and process your Order where there is a clear and unmistakable price error and it can reasonably be recognized by you as a price error, We may end the contract, refund you any sums you have paid and require the return of any Products delivered to you.

5.4. Our Website accepts payments by means of iDEAL, PayPal and Credit Card. You represent and warrant that you have the legal right to use the payment method you selected for your purchase.

5.5. NOWATCH is entitled to carry out a check in the event of an Order being placed in which a choice was made for payment via a credit card. Based on this check, NOWATCH may offer an alternative method of payment or refuse the Order.

5.6. Unless agreed to otherwise, amounts due must be paid directly at time of placing the Order. We can only accept your Order after you have paid for it in full.

## 6. Delivery

6.1. At the time that an Agreement is concluded, NOWATCH will ensure delivery of the Order in the manner as set out on the Website.

6.2. Delivery takes place while stocks last.

6.3. We deliver the Order to the address you have specified when placing the Order. You can no longer change the address if we have already sent the Order.

6.4. We will do Our utmost best to deliver the Order within the time-limit stated on the Website. However, all time-limits stated on the Website are indicative. No rights can be derived from these time-limits.

6.5. Title and risk of loss pass to you upon delivery of the Products by us to the applicable carrier, unless otherwise agreed to in writing by us.

6.6. The previous subsections do not apply to any pre-ordered Products that will be produced for you in the future (**Pre-Order**). The delivery date for any Pre-Order will depend on a variety of factors, including but not limited to, the date of payment and NOWATCH's manufacturing schedule. There is no delivery date guarantee for Pre-Orders.

## 7. Return and warranty

7.1. If you wish to return the Product, you can do so by contacting Our Customer Care team at [support@nowatch.com](mailto:support@nowatch.com) within thirty (30) days following receipt of the Product.

7.2. During the period of thirty (30) days in which you may decide whether to keep the Product, the Product and packaging must be handled with care. The Product may only be unpacked and used as necessary to determine whether you want to keep it, in a manner that would be appropriate in a shop.

7.3. After our confirmation of your intention to return the Product, the Product, with the original receipt, original packaging and including all accessories must be returned within fourteen (14) days. Shipping is at your own risk and costs for return shipments are for your own account. The costs for a return shipment can be found at [support.nowatch.com/kb/en/orders-shipment-248603](https://support.nowatch.com/kb/en/orders-shipment-248603)

7.4. After receipt and inspection of the Product, we aim to refund the purchase amount within fourteen (14) days.

7.5. NOWATCH warrants you that the Product does not have defects in material and finishing for two (2) years starting from the date of purchase. This term is extended when required by your local laws and regulations to the term stipulated by your local laws and regulations. Within this warranty period – at no charge to you - we will repair and/or replace any parts of the Product that do not adhere to warranty provided. You shall be responsible for any related transportation charges. At our discretion, the replacement product you receive may not be your original Product,

but an alternative new or refurbished Product. This limited warranty does not apply to:

- damage resulting from an accident, flood, fire, misuse, abuse, or ordinary wear and tear, including scratches and dents;
- consumable parts included in the Product, such as batteries, unless the damage is the result of a defect in the material or workmanship;
- damage that occurs when you do not use the Product in accordance with Our instructions accompanying the Product or available on the Website;
- damage resulting from third party services, from tampering with the Product or alterations made to the Product without authorization of NOWATCH; and
- use of the Product with any application or software not developed or endorsed by NOWATCH.

7.6. NOWATCH retains the exclusive right to repair or replace the Product, or offer a full refund, at its sole discretion. Such remedy shall be your sole and exclusive remedy for any breach of this limited warranty.

## 8. Complaints procedure

8.1. Please contact us if you have any complaints about the execution of the Agreement. Send your comprehensively described complaint as soon as possible to support@nowatch.com.

8.2. Your complaint will be dealt with as soon as possible, yet at the latest within fourteen (14) days after receipt thereof. Should it take longer to finalize the complaint, a confirmation of your complaint will be sent within fourteen (14) days, to inform you when a substantive response can be expected.

8.3. If NOWATCH and the Customer are unable to mutually resolve the complaint within four (4) weeks, the Customer may report the complaint via the [European ODR platform](#).

## 9. Intellectual property rights

9.1. All intellectual property rights (such as: copyrights, trademarks, tradenames) vesting in the Products, packaging, Website, texts, photographs, images and other (promotional) materials are exclusively owned by NOWATCH (or are managed by Us with permission of the entitled party). The Customer may not infringe these intellectual property rights (including but not limited to web scraping).

## 10. Health disclaimer

10.1. The Product and related services do not provide medical advice and you hereby expressly acknowledge and agree that the Product and related services do not involve the provision of medical advice by NOWATCH. The Services are not intended to diagnose, treat, cure, or prevent any disease or medical condition. The Product and related services are for informational purposes only and cannot replace the services of physicians or medical professionals. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content of the Product and related services. Any use of the Product and related services is entirely at Your risk.

10.2. If you experience redness or skin irritation on your wrist while wearing the Product, remove it immediately. If symptoms persist longer than 2-3 days of not using the Product, please contact a medical professional.

10.3. NOWATCH disclaims all liability under this Agreement for any information you provide to NOWATCH that may constitute electronic patient health records or similar information supplied by you or an end user, notwithstanding anything to the contrary in this Agreement or as otherwise required by any applicable (inter-)national laws, rules, or regulations.

## 11. Privacy

11.1. Your privacy is central to our business; in our Privacy Oath we pledge that regaining your control over your own data is our objective. In addition, NOWATCH adheres to the General Data Protection Regulation and other relevant and applicable privacy legislation and regulations. If use is made of the Website, such as by placing an Order, certain personal data must be processed. Our Privacy Policy explains which personal data We collect and what We do with it.

## 12. Miscellaneous

12.1. If NOWATCH does not enforce parts of these Conditions and/or the Agreement, this cannot be regarded as a waiver of the right to enforce the obligations at a later stage against the Customer.

12.2. The Customer cannot transfer his rights and obligations under these Conditions and/or the Agreement to third parties.

- 12.3. NOWATCH can assign and/or transfer all rights and obligations under these Conditions and/or the Agreement to a third party, without consent from the Customer being required.
- 12.4. NOWATCH may from time to time and in its sole discretion engage third parties to assist in the performance of the Agreement, such as web hosting providers, payment processors, and others. You shall abide by the terms of use and other requirements associated with the services provided by such third parties in connection with the Order.
- 12.5. You alone are responsible for ensuring and maintaining that you are able to use the Products, including by securing Your own compatible hardware, internet access, backup devices or services, and any other requirements. NOWATCH shall have no responsibility to provide any additional hardware.
- 12.6. If any provision of these Conditions and/or the Agreement is deemed unlawful, void, voidable or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions of these Conditions and/or the Agreement. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that closely achieves the aim and scope of the replaced provision.

**13. Applicable law and competent court**

- 13.1. These Conditions and all Agreements between NOWATCH and the Customer are exclusively governed by Dutch law.
- 13.2. Unless contrary to mandatory law, all disputes and claims arising out of or in connection with these Conditions and/or the Agreements must be submitted to the competent court in Amsterdam.

**14. Queries, remarks and suggestions**

- 14.1. NOWATCH wants to offer all its Customers an optimum service. For any queries, remarks or suggestions, please contact Us using the contact details below or via the contact form on the Website. We will endeavour to respond to messages within five (5) working days.