

# TERMS OF SERVICE

Welcome to Timex! The Timex Family Connect Service is a communications and location service and device for children and adults to help parents/guardians/caretakers connect with, monitor, track and locate children and adults.

**YOUR ACCESS AND USE OF THE Timex Family Connect Service IS SUBJECT TO (1) THESE TERMS OF SERVICE, (2) YOUR AGREEMENTS WITH THIRD PARTIES, SUCH AS YOUR WIRELESS CARRIER, APP STORE/PLATFORM OR DEVICE PROVIDER AND (3) ALL APPLICABLE LAWS, RULES AND REGULATIONS. YOU MUST BE AT LEAST 18 YEARS OF AGE, OR THE AGE OF MAJORITY IN YOUR PLACE OF RESIDENCE, WHICHEVER IS GREATER, TO USE THE Timex Family Connect Service. BY ACCESSING OR USING ANY PART OF THE Timex Family Connect Service, YOU ACKNOWLEDGE THAT YOU ACCEPT THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, YOU MAY NOT USE ANY PORTION OF THE Timex Family Connect Service.**

**Timex Smartwatch Overview:** The website, online service and mobile application (the "Timex App") and the mobile device (the "Timex Device", collectively the "Timex Family Connect Service") are provided by Timex Group USA, Inc. ("Timex"). The Timex Device can be configured, monitored and contacted through the Timex App. Please read the User Manual at <https://www.timex.com/FamilyConnect/support> for more information. You may not resell use of, or access to, the Timex Family Connect Service to any third party. You may not use the Timex Family Connect Service for any commercial purpose without the prior written consent of Timex.

**Consent for the Child:** By providing the Timex Device to a child, you represent and warrant to Timex that you are authorized by such child's parent or guardian to enable and permit Timex to operate the Timex Family Connect Service and collect and use the information from the Timex Device used by the child as stated in these Terms of Service and the Privacy Policy

**Cellular Provider:** The Timex Device will only operate if you have obtained a service plan from your cellular provider. The terms of service are between you and your cellular provider. Timex is not a party to such agreement and does not control the actions of your cellular provider. In no event shall Timex be liable for the acts or omissions of your cellular provider or the operation of services from them and you hereby release and discharge Timex from any such liability.

**Location Device / Emergency:** The Timex Family Connect Service is intended for use as a location device. However, the Timex Family Connect Service is not a failsafe security system. Therefore, proper safety precautions should always be used, despite the use of the Timex Family Connect Service.

**911 Compatible:** The Timex Device is compatible with 911, please make your children call 911 under the right guidance.

**Not Compatible with Accessibility Features:** The Timex Device is not compatible with telecommunications accessibility features or services such as TTY, audio prompts or similar features.

**Privacy:** The Timex Device collects and transmits data which is detailed data collection and use is critical to the successful operation of the Timex Family Connect Service. To learn more about our data collection and use practices, please read our Privacy Policy at <https://www.timex.com/FamilyConnect/support>.

**Limited Warranty for the Device:** The Timex Device provides a limited warranty found at <https://www.timex.com/FamilyConnect/support>. Timex provides no warranty regarding the wireless service provided by your cellular provider or the Timex App.

**Timex App License:** In order to use the Timex Family Connect Service, you will need to download and install the Timex App. Timex hereby grants you a non-exclusive, non-transferable, revocable, limited license to use the Timex App solely on devices that you own or manage. You represent and warrant to us that you have the right to install and operate the Timex App on such devices you are using. You may not remove, obscure, modify or disable any proprietary notices from Timex on any part of the Timex Watch Service. You may not transfer this license to another party unless that party affirmatively accepts these Terms of Service. You may not use the Timex Family Connect Service for any purpose that is illegal or potentially harmful to another party, including

**Uninstall Timex App:** You may uninstall the Timex App at any time by deleting it from your device in the same manner that you delete similar apps.

**Timex App Updates:** Timex may change, update or otherwise modify the Timex App or the software on the Timex Device at any time. If we do so, you may have to download a patch or new version in order to continue using the Timex Family Connect Service. In addition, you agree that we may, without providing additional notice to you, automatically install updates to the Timex App or the Timex Device.

**Registration and Passwords:** In order to use the Timex Family Connect Service, you must register and install the Timex App. All information about you must be truthful, and you may

not use any aliases or other means to mask your true identity. All email accounts must belong to you and not any other person. You are responsible for the security of your password and will be solely liable for any use or unauthorized use under your user name. If you suspect any unauthorized use of your user name, you should change your password.

**Accessories:** The purchase of accessories for the Timex Device may be subject to additional Terms of Service.

**Termination of Access:** In addition to any right or remedy that may be available to us under these Terms of Service or applicable law, we may suspend, limit or terminate your account, or all or a portion of your access to the Timex Family Connect Service, at any time with or without notice in the event (1) you have breached these Terms of Service, (2) such action is necessary to prevent harm to any party or liability to Timex or (3) your cellular provider no longer providing you with wireless airtime for the Timex Device.

**Communications with Timex Watch:** Any communication or material you transmit to us by electronic mail, social media or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, nonconfidential and nonproprietary. Except to the extent expressly covered by our Privacy Policy, anything you transmit, or post may be used by us for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast, posting and/or ranking. Furthermore, you expressly agree that we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to us without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information.

**Proprietary Rights:** We are the exclusive owner or authorized licensors of the Timex Family Connect Service, including all copy, software, graphics, designs and all copyrights, trademarks and other intellectual property or proprietary rights contained therein. Without limiting the foregoing, you acknowledge that the Timex Family Connect Service is the exclusive property of Timex, and that you will not take any act inconsistent with our ownership rights or that would damage our ownership rights. No part of the Timex Family Connect Service may be reverse engineered, decompiled or modified, nor may derivative works be created based on the Timex Family Connect Service, without the prior written consent of Timex. All rights not granted under these Terms of Service are reserved by Timex.

**Disclaimer of Additional Warranties:** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE SECTION ENTITLED "LIMITED WARRANTY FOR THE DEVICE", ALL PARTS OF THE Timex Family Connect Service ARE PROVIDED "AS IS" AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AND WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT

LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE Timex Family Connect Service OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE COMPLETELY SECURE, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SHALL NOT BE LIABLE FOR THE USE OF THE Timex SMARTWATCH SERVICE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN PROVIDED BY THIRD PARTIES.

TIMEX DISCLAIMS ALL LIABILITY FOR, OR WARRANTIES FROM, THIRD PARTY SERVICES OR PRODUCTS USED IN CONNECTION WITH THE Timex Family Connect Service, SUCH AS YOUR WIRELESS CARRIER, APP STORE/PLATFORM PROVIDER OR DEVICE MANUFACTURER.

IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR OTHER CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states prohibit the limitation of warranties as set forth herein. If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for all liabilities, shall not exceed the greater of (1) the amount paid by you to purchase the Timex Watch Device from an authorized reseller or (2) one hundred dollars (\$100).

**Your sole remedies, and Timex sole obligations, are as set forth under the section entitled “Limited Warranty for the Device”, for you to stop using the**

**Timex Family Connect Service or the dollar limitation set forth**

**Changes:** We may change, suspend or terminate the Timex Family Connect Service at any time without notice. In addition, these Timex Device Terms of Service may be changed at any time without prior notice. We will make such changes by posting them on the Timex Family Connect site located at <https://www.timex.com/FamilyConnect/support> otherwise informing you of such changes. You should check for such changes frequently. Your continued access of the Timex Family Connect Service after such changes conclusively demonstrates your acceptance of those changes.

**Indemnification:** You agree to indemnify, defend and hold us and our representatives and agents harmless from and against any and all third-party claims, demands, liabilities, costs or expenses, including attorney fees and costs, arising from, or related to (1) any breach by

you of these Terms of Service, (2) your use of the Timex Family Connect Service or (3) a violation by you of any applicable law, agreement or obligation to a third party.

**Governing Law:** The laws of the State of Connecticut shall govern these Terms of Service and, subject to the arbitration section below, YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN **CONNECTICUT** FOR ALL MATTERS ARISING IN CONNECTION WITH THESE TERMS OF SERVICE OR YOUR ACCESS OR USE OF THE Timex Family Connect Service. Notwithstanding the arbitration section below, Timex may seek an injunction in a court of competent jurisdiction to the extent necessary to prevent any harm to any party or liability to Timex.

**Arbitration:** You hereby submit to the exclusive jurisdiction of the American Arbitration Association (“AAA”) in connection with any dispute relating to, concerning, or arising out of these Terms of Service or the Timex Family Connect Service. The arbitration will be conducted before a single arbitrator and will be held at the AAA location in CONNECTICUT. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this paragraph. In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Timex will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator’s authority to resolve and make written awards is limited to claims between you and us alone. Claims may not be joined on consolidated unless agreed to in a writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate a litigation or any other proceeding against Timex in violation of this paragraph, you agree to pay Timex reasonable costs and attorneys’ fees incurred in connection with its enforcement of this paragraph.

**Severability:** If any part of these Terms of Service shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Service.

**Waiver; Remedies:** The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms of Service by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms of Service. Our rights and remedies under these Terms of Service shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

**Export:** You may not use or otherwise export or re-export the Timex Family Connect Service except as authorized by United States law and the laws of the jurisdiction in which the Timex Family Connect Service was obtained. In particular, but without limitation, the Timex Smartwatch Service may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Timex Family Connect Service, you represent and warrant that you are not located in any such country or on any such list.

**FCC:** The Timex Device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) The Timex Watch Device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation. This equipment complies with FCC RF radiation exposure limits set forth for an uncontrolled environment. For body-worn operation and use near the head, the Timex Watch Device has been tested and meets the FCC RF exposure guidelines when used with the wrist strap supplied with this product. Use of other accessories may not ensure compliance with FCC RF exposure guidelines. The maximum SAR value reported for body worn operation is 1.15 W/kg. The maximum SAR value reported against the head is 0.23 W/kg.

**Third Parties:** Platform providers, such as T-Mobile®, Metro® by T-Mobile, Apple®, Google® and other third-party carriers, platform or software providers and device manufacturers ("Platform Providers") are not parties to these Terms of Service. Except as otherwise agreed in writing between you and the applicable Platform Provider, Platform Providers have no obligation whatsoever to furnish any maintenance and support services with respect to the Timex Family Connect Service. To the maximum extent permitted by applicable law, Platform Providers will have no other warranty obligation whatsoever with respect to the Timex Family Connect Service. Except as otherwise agreed in writing between you and the applicable Platform Provider, You acknowledge that Platform Providers are not responsible for addressing any claims relating to the Timex Family Connect Service or your possession and/or use of the Timex Family Connect Service, including but not limited to: (i) product liability claims; (ii) any claim that the Timex Family Connect Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. We, not the Platform Providers, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim by the Timex Device. Platform Providers are third party beneficiaries of these Terms of Service, and Platform Providers will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary thereof. You represent that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and you are not listed on any U.S. Government list of prohibited or restricted parties.

**Contact Information:** Should you have any questions regarding these Terms of Service, to report a violation of these Terms of Service or abuse of the Timex Family Connect Service, to receive help in uninstalling the Timex App or for any other matter, you may contact us at: [connected.products@timex.com](mailto:connected.products@timex.com)

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