

The Swatch Group (U.S.) Inc.

Application Terms

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BY USING THE SWATCH GROUP (U.S.) INC.'S ("SGUS", "WE", "OUR" OR "US") MOBILE APPLICATION (TOGETHER WITH CONTENT AND ENTITLEMENTS, HEREAFTER INDIVIDUALLY AND COLLECTIVELY, THE "APPLICATION"), YOU (THE "USER") ACCEPT THESE TERMS OF USE ("TERMS"). THESE TERMS CONSTITUTE A BINDING AGREEMENT, GOVERNING USE OF THE APPLICATION, BETWEEN USER AND THE SWATCH GROUP (U.S.) INC. BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, USER ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS. SHOULD USER NOT ACKNOWLEDGE AND AGREE TO THESE TERMS, USER MUST IMMEDIATELY UNINSTALL THIS APPLICATION AND DISCONTINUE ITS USE. CONTINUED USE OF THE APPLICATION SIGNIFIES USER'S CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM.

End-User License

Subject to these Terms, SGUS grants the User a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to use the Application for personal use only on a phone, pad or tablet ("Device") owned or controlled by User in accordance with these Terms ("User License"). Any use of the Application in any other manner, including, without limitation, resale, reverse-engineering, disassembling, redistribution, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Application ("Content") is prohibited. User may not rent, lease, lend, sell, transfer, redistribute or sublicense the Application. If User sells or transfers ownership of his/her Device to a third party, User must remove the Application before doing so. User may not copy (except as expressly permitted by these Terms), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of any open-sourced components included with the Application). If User breaches any of these restrictions, User may be subject to prosecution and damages. These Terms and User License also governs any updates or upgrades to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

The license is effective until terminated by User or SGUS, with or without written notice. User's rights under the User License will terminate automatically without notice from SGUS if User fails to comply with any Terms or terms of the User License. Upon termination of the license, User shall cease all use of the Application and destroy all copies, full or partial, of the Application. All license, rights, title and interest not expressly granted with respect to the Application are reserved.

Consent to Use of Data

User agrees that SGUS may collect and use technical data and related information, including but not limited to technical information about User's device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to User (if any) related to the Application. SGUS may use this information, as long as it is in a form that does not personally identify User, to improve its products or to provide services or technologies to User.

Privacy

We process personal information collected from User in accordance with our Application Privacy Statement, which is available on our website at <http://us.tissotshop.com/privacy-policy-hoops>. The Application Privacy Statement is incorporated into and forms a part of these Terms and is part of SGUS' agreement with the User. By using the Application, User consents to such processing and User warrants that all data provided by User is accurate. User shall be solely responsible for taking precautionary steps to protect User's information stored on his/her device, including without limitation password-protecting the device and employing an applicable platform operator's remote-wipe feature.

Age Restriction

Only individuals thirteen (13) years of age or older may use the Application. Users between the ages of thirteen (13) and eighteen (18) must review these Terms with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to these Terms. Should User's parent or legal guardian not acknowledge and agree to these Terms, User must immediately uninstall this Application and discontinue its use.

Entitlements

Entitlements are provided solely for User's personal and entertainment use, they may only be used in our Applications, and they have no "real world" value. By purchasing or receiving Entitlements all that User receives is a limited license to use them in our Applications by these Terms or such other terms as may apply; Entitlements are not User's personal property and no ownership interest in them is transferred to User. The prices for and the amounts and kinds of Entitlements available may be changed at any time without notice. Entitlements that User receives may also be changed or discontinued at any time without notice. User cannot sell or transfer, or attempt to sell or transfer, Entitlements, except only that where allowed User can exchange, within an Application, those Entitlements that cannot be purchased with "real world" money ("Tradable Items") for other Tradable Items so long as no money or anything of monetary value is paid or given for Tradable Items; any other purported or attempted exchange is strictly prohibited. Entitlements may never be redeemed by User for "real world" money, goods, wares, merchandise, services, or anything of monetary value from SGUS or any other person. Entitlements are non-refundable unless expressly authorized by SGUS in writing.

"Entitlements" include but are not limited to paid and free downloadable content; unlockable content; digital content, including additional or enhanced functionality, content subscriptions; virtual assets; rights of use tied to unlock keys or codes, serial codes and/or online authentication of any kind; in-game achievements; virtual points, coins, or currencies.

Export

SGUS and/or its third party providers operate the software underlying and required for User's use of the Application from the United States of America and it is possible that some downloads from the Application could be subject to government export controls or other restrictions. If User downloads anything from or uses the Application, User represents that User is not subject to such controls or restrictions. SGUS makes no representation that anything is appropriate, permissible or available for use outside the United States, and using the Application from territories in which such use or the information available from such use is illegal, restricted or not permitted, is expressly prohibited. If User chooses to access or use the Application from or in locations outside of the United States, User does so on its own initiative and is responsible for: (i) ensuring that what User is doing in that country is legal; (ii) the consequences and compliance with all applicable laws, regulations, bylaws, codes of practice, licenses, registrations, permits and authorizations (including any laws that relate to businesses providing services); and (iii) all access to the Application through User's mobile device and for bringing these Terms to the attention of all such persons.

Prohibited Uses

Use of the Application is limited to the contemplated functionality. The Application shall not be used in any way that,

- harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
- is unlawful, fraudulent, or deceptive;
- uses technology or other means to access unauthorized content or non-public spaces;
- uses or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces;
- attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- attempts to damage, disable, overburden, or impair SGUS or its third party providers' servers or networks;
- attempts to gain unauthorized access to a SGUS computer network;
- encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- violates these Terms in any manner; or
- fails to comply with applicable third-party terms and conditions or other third-party policies (collectively "Acceptable Use").

SGUS reserves the right, in its sole discretion and without liability, to terminate any User License, remove Content, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to content or use of the Application that SGUS reasonably believes is or might be in violation of these Terms, but failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

User-Submitted Material

To avoid potential misunderstandings, SGUS cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any material, content or information that User may provide in connection with this Application or

these Terms (“User Disclosures”). User agrees that any such User Disclosures will be non-confidential and non-proprietary. SGUS will be free to use and disclose any User Disclosures on an irrevocable, perpetual and unrestricted basis without notifying or compensating User. User fully releases the SGUS Parties (as such term is defined in the Indemnification Section below) from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any User Disclosures. Any physical or electronic materials User submits to the SGUS Parties will become SGUS property and the SGUS Parties will have no obligation to return those materials to User or to certify their destruction. User warrants that: (a) User has the right and authority to provide these User Disclosures; (b) the SGUS Parties use of the User Disclosures will not infringe or otherwise violate any third party rights; and (c) all so-called moral rights in the User Disclosures have been waived to the full extent allowed by law and the SGUS Parties may modify User Disclosures without restriction of any kind.

Necessary Equipment and Connectivity

Use of the Application does not include the provision of a mobile device or other necessary equipment to access it. To use the Application User will require Internet connectivity and appropriate telecommunication links. SGUS shall not have any responsibility or liability for any telephone or other costs User may incur.

Independence from the Platform Operator

- The Application is independent of any platform on which it is located. The Application is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry.
- User’s download, installation, access to or use of the Application is also bound by the terms and conditions of the platform operator.
- User and SGUS acknowledge that these Terms are concluded between User and SGUS only, and not with the platform operator, and SGUS, not the platform operator, is solely responsible for the Application and the content thereof to the extent specified in these Terms.
- The license granted to User for the Application is limited to a non-transferable license to use the Application on a mobile device that User owns or controls and as permitted by these Terms.
- SGUS is solely responsible for providing any maintenance and support services with respect to the Application as required under applicable law. User and SGUS acknowledge that the platform operator has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- In the event of any failure of the Application to conform to any applicable warranty, User may notify the platform operator and the platform operator will refund the purchase price for the Application (if any purchase price has been paid) to User; and, to the maximum extent permitted by applicable law, the platform operator will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be SGUS’ sole responsibility.
- User and SGUS acknowledge that SGUS, not the platform operator, is responsible for addressing any claims of User or any third party relating to the Application or User’s possession and/or use of the Application, including, but not limited to: (i) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.
- User and SGUS acknowledge that, in the event of any third party claim that the Application or User’s possession and use of the Application infringes that third party’s intellectual property rights, SGUS, not the platform operator, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; provided such infringement was caused by SGUS.
- User represents and warrants that (i) he/she is 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 (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.
- User must comply with any applicable third party terms of agreement when using the Application (e.g. User must ensure that User’s use of the Application is not in violation of User’s mobile device agreement or any wireless data service agreement).
- User and SGUS acknowledge and agree that the platform operator, and its subsidiaries, are third party beneficiaries of these Terms, and that, upon User’s acceptance of these Terms, the platform operator will have the right (and will be deemed to have accepted the right) to enforce these Terms against User as a third party beneficiary thereof.

Indemnification

User agrees to promptly indemnify and hold harmless SGUS, and each of its affiliates and its/their respective ultimate corporate parents(s), successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, operational service providers, platform operators and anyone involved in creating or providing the Application (collectively,

starting with the term “SGUS” the “SGUS Parties”), from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys’ fees as incurred) occurring from or related to the use or misuse of the Application, violation of these Terms, or violations of any rights of a third party, or any allegation thereof. User shall not, without the prior written consent of the applicable SGUS Parties, settle or compromise any claim, or permit a default or consent to the entry of any judgment in respect thereof, unless such settlement, compromise, or consent includes, as an unconditional term thereof, the giving by the claimant to the SGUS Parties an unconditional release from all liability in respect of such claim. The SGUS Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will timely and fully cooperate in asserting any available defenses.

Updates

IMPORTANT: SGUS MAY FIND IT NECESSARY TO UPDATE, OR RESET CERTAIN PARAMETERS TO BALANCE GAME PLAY AND USAGE OF THE APPLICATION. THESE UPDATES OR "RESETS" MAY CAUSE USER SETBACKS WITHIN THE RELEVANT GAME WORLD AND MAY AFFECT CHARACTERS, GAMES, GROUPS OR OTHER ENTITLEMENTS UNDER USER’S CONTROL. SGUS RESERVES THE RIGHT TO MAKE THESE UPDATES AND IS NOT LIABLE TO USER OR ANYONE ELSE FOR THESE CHANGES.

No Warranties

SGUS IS PROVIDING THE APPLICATION TO THE USER “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED. THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, SGUS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

Limitation of Liability

User hereby fully releases the SGUS Parties from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way, connected with any disputes arising between User and any suppliers, or between User and other Application or website users.

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL THE SGUS PARTIES (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE APPLICATION; AND/OR (B) BE LIABLE TO THE USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APPLICATION, OR DEVICE FAILURE OR MALFUNCTION. THE USER’S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION. THE SGUS PARTIES SHALL NOT BE LIABLE EVEN IF ANY OF THEM OR ANY AUTHORIZED REPRESENTATIVE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, UNAUTHORIZED USE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARM.

In the event that applicable law does not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages, in no event shall the SGUS Parties be liable for damages, losses, and/or causes of action exceeding the amount, if any, paid by User for use of the Application or \$100, whichever is less. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Intellectual Property

SGUS trademarks, service marks, graphics and logos used in connection with the Application are trademarks or registered trademarks of SGUS or other companies affiliated with SGUS (collectively “SGUS Marks”). Other trademarks, service marks, graphics and logos used in connection with the Application are the trademarks of their respective owners (collectively “Third-Party Marks”). The SGUS Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of SGUS or the applicable trademark holder. The Application may also be protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights.

Third Party Websites

SGUS has no control over and accepts no responsibility for the content of any website or mobile application to which a link from the Application exists (unless we are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided “as is” for User’s convenience only with no warranty, express or implied, for the information provided within them. SGUS does not provide any endorsement or recommendation of any third party website or mobile application to which the Application provides a link. The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to User’s use of those websites and mobile applications and any orders User makes for goods and services via such websites and mobile applications. If User has any queries, concerns or complaints about such third party websites or mobile applications (including, but not limited to, queries, concerns or complaints relating to products, orders for products, faulty products and refunds) User must direct them to the operator of that third party website or mobile application.

Choice of Law, Jurisdiction

These Terms will be governed by the laws of the State of New York, without regard to its conflict of laws provisions. Exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms will be the state and federal courts located in New York, New York, and User waives any objection to jurisdiction and venue in such courts. USER AND SGUS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN USER’S OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

Severability

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. SGUS’ failure to enforce any right or provisions in these Terms will not constitute a waiver of such provision, or any other provision of these Terms.

Modification

SGUS reserves the right to change or modify these Terms or any other SGUS terms, conditions, or policies related to use of the Application at any time and at its sole discretion by posting revisions at: <http://us.tissotshop.com/terms-conditions-hoops> or within this Application. Continued use of the Application following the posting of these changes or modifications will constitute the User’s acknowledgement and agreement to such changes or modifications. Only a specific, written waiver signed by an authorized representative of SGUS shall have any legal effect as a waiver by SGUS of any terms or conditions of these Terms.

Assignment

User shall not assign or transfer or purport to assign or transfer the contract between User and SGUS to any other person. SGUS may assign its rights under these Terms without restriction or condition. These Terms will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

Third Party Beneficiary

User agrees that SGUS’ service providers, platform operators, licensors, or others involved in creating or providing the Application are third party beneficiaries to these Terms and may rely upon the provisions of these Terms, including but not limited to, the provisions concerning Indemnification, No Warranties, and No Liability.

Entire Agreement

These Terms (and our Privacy Statement) contain all the terms agreed between SGUS and User regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between SGUS and User, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between SGUS and User prior to these Terms except as expressly stated in these Terms.

Contact SGUS

If User has any questions, complaints or claims regarding these Terms, the Application or SGUS’ privacy practices, Please email SGUS at Privacy@swatchgroup.com.

