



e-Tag
Terms of Use

Terms of Use

About Montblanc and these Terms of Use

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These Terms of Use represent a legal agreement between you and Montblanc Simplo GmbH governing your use of the Montblanc e-Tag or other wearable technology and the associated mobile application (together the "Device"), including all associated media and online or electronic documentation. The Device is operated by or on behalf of Montblanc-Simplo GmbH.

These Terms of Use also contain an end user licence agreement in respect of your use of the mobile application for the Device. The Device EULA governs the use of the Device itself and forms part of the user documentation provided to you with your device.

Please read these Terms of Use carefully before using the Device. Your use of the Device is governed by and subject to the terms of these Terms of Use. By downloading the mobile application and using the device, you signify your assent and agreement to these Terms of Use. If you do not

agree to these Terms of Use, then you are not authorised to continue use of the Device.

Updates to these Terms of Use

We may make changes from time to time to these Terms of Use so please check back regularly to stay informed of updates. The latest version of these Terms of Use will always be available on www.montblanc.com/e-tag. Any new version of these Terms of Use shall take effect and will govern the use of the Device and your relationship with us immediately upon the date of posting. By continuing to use the Device, you agree to be bound by the terms of these updates and amendments.

About our hosting services

Hosting Services for our website is provided by Richemont International SA at 1752 Villarssur Glâne, which is located in Switzerland. We do not host data as part of your use of the Device.

Mobile applications may be hosted by us or by other companies and you should refer to the relevant conditions of such other company.

Our privacy policy

Our information collection practices are governed by the terms of our Privacy Policy (www.montblanc.com/e-tag).

Your use of the Device

Full use of the Device requires compatible devices.

You agree to use the Device only for lawful purposes and only in compliance with (i) all applicable local, national and international laws and regulations connected with the Device, (ii) these Terms of Use and the Device EULA, and (iii) any reasonable instructions and guidelines that we may issue within the Device or otherwise in relation to the Device from time to time.

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You acknowledge that all intellectual property rights in the mobile application anywhere in the world belong to us or our licensors, that rights in the software that forms part of the mobile application are licenced (not sold) to you, and that you have no rights in, or to, the mobile application other than the right to use each of them in accordance with these Terms of Use. In consideration of you agreeing to abide by these Terms of Use,

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You may not:

- use the mobile application on any device that you do not own or control;
- rent, lease, sell, sublicense, redistribute, adapt, vary or modify the mobile application;
- copy, reverse engineer, decompile, attempt (in whole or in part) to obtain the source code of, modify or create derivative works of the mobile application, or any updates except to the extent that you can not be prohibited from so doing under applicable law; or
- adapt or circumvent or disable any technological protection measures contained in or used to protect the mobile application.

You must not transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software.

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Please note that in some jurisdictions consumer protection laws may not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations may not apply.

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The Device may contain links to other platforms operated by third-parties not affiliated to Montblanc. The inclusion of any link to such third-party sites does not imply endorsement by Montblanc of those sites. Montblanc has not reviewed all of the content contained in the linked sites and is not responsible for the content or accuracy of any off-site pages or any other sites linked to any of the Device. If you choose to click through any link to off-site pages or third-party sites then this is at your own risk.

Termination and suspension

You agree that Montblanc may terminate or suspend your access to and use of the Device if Montblanc reasonably believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use, or violated the rights of Montblanc, its affiliated companies or any third party, with or without notice to you. You agree that Montblanc may modify or discontinue providing any use of the Device, with or without notice to

you. You agree that Montblanc will not be liable to you or any third party as a result of such modification or discontinuation. The provisions entitled "Disclaimers and Limitation of liability" and "General provisions" will survive termination of these Terms of Use.

General provisions

If any provision, or part of a provision, of these Terms of Use is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Terms of Use, and the legality, validity or enforceability of the remainder of the provisions of these Terms of Use shall not be affected, unless otherwise required by operation of applicable law.

These Terms of Use, the Privacy Policy and the End User Agreement for the device constitute the entire agreement between you and us in relation to the use of the Device, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

The waiver by Montblanc of a breach of any provision of these Terms of Use will not operate to be interpreted as a waiver of any other or subsequent breach.

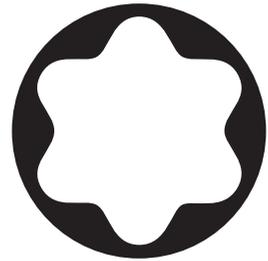
Applicable law and jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of Switzerland, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to the Terms of Use, including the validity, invalidity, breach or termination thereof, shall be adjudicated or arbitrated in accordance with said Terms of Use. Where the laws of Switzerland are different to the mandatory consumer laws in your own country, we will afford you with similar protection.

Contact us

If you have any questions or comments about these Terms of Use, or matters generally, please contact us at the address provided below. You can also use this address if you wish to request a copy of the personal data we hold about you.

service@montblanc.com
Montblanc-Simplo GmbH
Hellgrundweg 100
D-22525 Hamburg
Telephone: +49 40 84 001 0
Telefax: +49 40 84 001 300



www.montblanc.com