



# TERMS AND CONDITIONS

The Terms and Conditions (the “**Terms and Conditions**”) below apply to the certification programme (the “**Certification Scheme**”) operated by the Federation of The Swiss Watch Industry FH (the “**Federation**”) in the Hong Kong Special Administrative Region of the People's Republic of China (“**Hong Kong**”).

In addition to these Terms and Conditions, the Authorised User Manual shall also apply to the Certification Scheme.

---

## 1. DEFINITIONS

---

In addition to the defined terms in the Authorised User Manual which shall also apply to these Terms and Conditions, the terms below shall have the following meaning:

“Intellectual Property Rights” means any and all rights (by whatever name or term known or designated) in tangible and intangible intellectual and industrial property now known or hereafter existing anywhere in the world including without limitation, any copyright, trade mark, database right, commercial or confidential information, know-how or trade secret, and any other rights of a similar nature or effect whether or not any of the same are registered, and the right to apply for any of them.

"Personal Data" means any data relating to a living individual and from which it is practicable for the identity of the individual to be ascertained.

---

## 2. INTELLECTUAL PROPERTY RIGHTS

---

- 2.1 All right, title and interest in the Intellectual Property Rights subsisting in all materials provided by the Federation under and relating to the Certification Scheme shall at all times remain the property of the Federation or its associated entities as the case may be.
- 2.2 Authorised Users or other third parties shall not make use of the Federation's trade marks, logos, or trade name, other than descriptive use of the Federation's name where such use is not likely to cause confusion, mistake, deception, or create the false impression that the said Authorised User or any other third parties or its/ their products is/are affiliated with, connected to, associated with, or approved by the Federation, other than to the extent that this entity is an Authorised User of the Trade Mark in Hong Kong.



---

### **3. ACCEPTABLE AND UNACCEPTABLE USAGE**

---

- 3.1 An Authorised User may only use the Trade Mark on or in connection to the categories of goods as set out in Clause 4 of the Regulations, and in compliance with Clause 9 of the Regulations.
- 3.2 An Authorised User may make truthful and factual reference to the Federation and/or the Certification Scheme. For example, it is permissible for an Authorised User to state that the Relevant Products have undergone examination by the Federation and/or the Relevant Products satisfy the Standards, provided that such a representation is in fact true and accurate. However, this should not be extended to blanket usage in relation to such other products produced by the Authorised User or its related entities. The acceptable usage would include, for example, "the [name of the Relevant Products] satisfy the standards and criteria for being Swiss made in accordance with the Swiss Ordinance governing the Use of Appellation of 'Switzerland' or 'Swiss' for watches".
- 3.3 Authorised Users must not make statement such as "Federation of The Swiss Watch Industry FH Certified" or "Certified by the Federation of The Swiss Watch Industry FH" and must not represent that any products, or services as the case may be, are "certified" by the Federation.

---

### **4. DATA COLLECTION AND STORAGE**

---

- 4.1 In order to ensure the effective operation of the Certification Scheme, the Federation is required to collect and store data relating to each Authorised User, for example, names, addresses, description of the trade activities of each Authorised User and description of goods for which it is authorised to use the Trade Mark, date of registration, and (if applicable) particulars of cancellation of the Certificate.
- 4.2 The Federation may also need to collect Personal Data including name, address, phone number or email address of Authorised Users and/or their contact persons.
- 4.3 The Federation will use the data (including any Personal Data) and other information collected from Authorised Users to register or maintain their details for the purpose of the Certification Scheme and other purposes specified in the collection statement notified to Authorised Users at the time of collection. By participating in the Certification Scheme, Authorised Users consent to the collection, use, disclosure and processing of such data and information in accordance with the collection statement.
- 4.4 Each Authorised User warrants and represents that any data and information that they provide to the Federation is true, accurate and complete.
- 4.5 The Federation maintains reasonable procedures to protect data of Authorised Users (including Personal Data), against accidental or unlawful destruction or accidental loss, alteration, or unauthorised disclosure or access.
- 4.6 If an Authorised User wishes to access or correct any data it has previously provided to the Federation, it may do so by writing to Thierry Dubois, Head of the Hong Kong Center of the



Federation, at Room 1005, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Hong Kong, or any other address that may be notified to the Authorised User by the Federation from time to time. The Federation has the right to charge a reasonable fee for the processing of any data access or correction request.

---

## **5. PRODUCT SATISFACTION**

---

The Certification Scheme is not a representation of quality, performance, reputation or standard of an Authorised User's current or future performance or products. The Federation endeavours to operate the Certification Scheme according to the Regulations and without bias. The Federation does not guarantee the accuracy of the information provided by others or its members. The Federation does not provide warranties or representations of any kind either express or implied in relation to the goods or services provided by the Authorised Users.

---

## **6. NO ENDORSEMENTS**

---

The Federation does not endorse any commercial or other products of Authorised Users or any of the entities participating in the Certification Scheme.

---

## **7. LIMITATION OF LIABILITY**

---

Under no circumstances, including but not limited to negligence, shall the Federation be liable to any of the Authorised Users or any other party for any direct, indirect, incidental, special or consequential damages arising out of or in connection with the administration of, or Authorised Users' participation in, the Certification Scheme.

---

## **8. WARRANTIES**

---

To the extent permitted by law, all warranties, terms, conditions, descriptions, representations or advice given or implied as to the fitness, quality or suitability for any purpose or otherwise of the Relevant Products supplied are expressly excluded.

---

## **9. INDEMNITY**

---

Each Authorised User agrees to indemnify, and hold harmless to the Federation, its officers, directors, employees and agents from and against any claims, actions, demands, losses, costs, expenses, or damages arising out of or in connection with its membership and participation in the Certification Scheme, its use of the Trade Mark, or breach of the these Terms and Conditions, the Regulations or Authorised User Manual.



---

## **10. LINKS AND REFERENCES**

---

An Authorised User shall not establish a hypertext link to the Federation's website on its own website.

---

## **11. CHANGING THE TERMS AND CONDITIONS**

---

The Federation reserves the right to vary these Terms and Conditions at any time by posting these changes to its website. By participating in the Certification Scheme, Authorised Users agree to be bound by the most recent version of these Terms and Conditions.

---

## **12. ASSIGNMENT OF RIGHTS OR OBLIGATIONS**

---

The Federation reserves its rights to assign its rights and obligations under these Terms and Conditions at any time without consent of the Authorised Users or any other third party.

---

## **13. GOVERNING LAW**

---

These Terms and Conditions shall be governed by the laws of Hong Kong.

---

## **14. DISPUTES**

---

Any disputes arising out of or in connection with these Terms and Conditions or Authorised User's participation in the Certification Scheme shall be dealt with in accordance with the procedures set out in the Authorised User Manual.

---

## **15. WAIVER OF CONTRACTUAL RIGHTS**

---

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of the Terms and Conditions be construed as a continuing waiver of other breaches of the same or other provisions of the Terms and Conditions.

---

## **16. SEVERABILITY**

---

Should any term of these Terms and Conditions be void or voidable under any applicable law, the said term shall be severed or amended in such a manner so as to render the remainder of these Terms and Conditions valid or enforceable, unless the whole commercial object would be frustrated as a result.



---

## 17. CONTACT INFORMATION

---

For any questions relating to the Terms and Conditions as set out above, please contact:

in Switzerland

Federation of the Swiss Watch Industry FH  
Legal Department  
Rue d'Argent 6  
2502 Biel-Bienne  
Switzerland

Tel: +41 32 328 0828  
Fax: +41 32 328 0880  
Email: [info@fhs.ch](mailto:info@fhs.ch)

in Hong Kong

Federation of the Swiss Watch Industry FH  
Room 1005, One Island South  
2 Heung Yip Road  
Wong Chuk Hang,  
Hong Kong

Tel: +852 2529 1519  
Fax: +852 2529 1534  
Email: [info@fhs.hk](mailto:info@fhs.hk)