

Terms & Conditions – WatchSearcher

The following Terms and Conditions govern your use of the WATCHSEARCHER web site and the materials accessible on or from the site. Please read them carefully before using the site. Your use of the site means that you accept these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not use the WatchSearcher web site.

What is the purpose of this Agreement?

This Agreement is a legal document which sets out your rights and obligations, and those of WATCHSEARCHER ("WATCHSEARCHER", "we" or "us"), in relation to the services offered by WATCHSEARCHER through this internet web site.

Use of the WATCHSEARCHER Services itself is free (excepted the notification of stolen items). By registering for WATCHSEARCHER Services, you agree to the terms of this Agreement, and you re-affirm that agreement every time you use any of the WATCHSEARCHER Services.

Customer shall comply with all applicable laws and regulations. The terms and conditions set forth herein constitute the entire contract between WATCHSEARCHER and visitor and (in relation to that subject matter) supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either party. Any modifications of this contract must be in writing and signed by both parties. The waiver by one party of any default of the other party shall not waive subsequent defaults of the same or different kind. Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control. In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

What kind of services does WATCHSEARCHER provide ?

There are four different types of transaction that you may enter through the WATCHSEARCHER Services, namely:

1. Notification and storage of informations about stolen items (watches or clocks)
2. Search capabilities if a specific item is registered in our database as stolen or missing
3. Use our "virtual safe" facility and register your watch
4. Recommend / provide third parties for negotiations «no questions asked» during recovery / salvage actions.

What is WATCHSEARCHER's role?

The services available through notification of stolen items are offered for information by legitimate watchowners and other third parties. WATCHSEARCHER is not a party to these searches and only provides the technical means for these searches/notifications to be conducted. WATCHSEARCHER does not pre-screen the items available through these services, but reserves the right to remove any item that does not meet WATCHSEARCHER's standards or comply with applicable legislation.

Only when specifically and previously agreed can missing watches is displayed in full on our website.

What are you accountable for in relying on our services?

The notification of a stolen watch through WATCHSEARCHER's website is legally binding, and may not be withdrawn after it is placed, expect if item is recovered.

Accuracy of description. You must accurately describe those items and information in a listing you provide for inclusion on the WATCHSEARCHER database and you are liable for any errors or omissions in your description. Any brand name, serial number or other indication of origin or manufacture which you include in the listing must be completely accurate, and not capable of misleading any future user.

Each visitor acknowledges that we are entitled to withdraw any which appears - based on information received from third parties or other yourselves - to be in breach of this Agreement. In such event, we will inform the involved parties of the withdrawal of the notified informations.

If you as legitimate owners recover a listed item by your own means, are requested to notify WATCHSEARCHER at once in order to update our database accordingly.

You agree not to send to WATCHSEARCHER any information that you consider incorrect. Any material (including information, ideas, and feedback) you transmit to or post on the WATCHSEARCHER web site by any means will be treated as accurate and non-proprietary, and may be disseminated to carefully selected police authorities or detectives or used by WATCHSEARCHER for any purpose whatsoever in order to reach the set targets without compensation to you and without obtaining your prior permission. Notwithstanding the foregoing, all personal data provided to WATCHSEARCHER will be confidentially. You are prohibited from posting or transmitting to or from this site any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

How does it work?

Each visitor/notifier of a stolen/lost watch or clock agrees to pay to WATCHSEARCHER a commission calculated according to the amount of the stolen / lost item in question. The amount of that commission is invoiced to the legitimate owner at the time when the item is listed on WATCHSEARCHER's website or by contract between the notifier and WATCHSEARCHER. By proceeding to notify the stolen / lost item, the legitimate owner agrees the amount of such commission, and the terms of its payment. The owner can be any individual legitimate owner or any insurance company entitled by a valid purchase agreement, police report and/or duly signed subrogation form, invoice, and/or indemnity receipt.

Individual legitimate owners, household insurers, jewellery shops or traders are charged 3% of declared / actual value of stolen / lost item, with a minimum chargeable amount of Swiss francs 50.- per watch or equivalent currency.

Marine cargo insurers, insurance brokers, museums or watch manufacturers are charged 3% of invoice value. Special arrangements and value added services can be negotiated on an individual basis.

Only the receipt of the agreed charges activates the items in our database, unless otherwise agreed. Recovering a stolen item prematurely does not give right to any fee reimbursement.

Orders to register stolen watches are subject to acceptance by WATCHSEARCHER. In order to allow a world-wide acceptance, the services "safe" (loss prevention) and "search" are free of charge.

Who has to bear transactions costs?

Each registration of a stolen watch is conducted in a single currency and amounts due are payable in that currency. For your guidance, WATCHSEARCHER may provide conversions into other currencies based on the latest information available to it. While WATCHSEARCHER makes reasonable efforts to ensure the accuracy of these conversions, the actual cost to you in your own currency will vary according to the exchange rate applied by your bank or by the issuer of your credit or charge card. WATCHSEARCHER does not take responsibility for any variance between this cost and the quoted conversion figure.

The prices of all and services are exclusive of Value Added Tax (where VAT is applicable). WATCHSEARCHER provides VAT invoices on request for WATCHSEARCHER transactions, and may in its absolute discretion agree to accept payments exclusive of VAT from non-Swiss-resident companies or from visitors living outside Switzerland, subject to satisfactory evidence of VAT number or residential status.

Who can register watches and clocks on our website (notifiers's legal title)?

If you notify any watch, clock or piece of jewellery, you assert that you are legally entitled as to the "legitimate owner" of the goods/items title either by owning, inheriting, buying them at authorised dealers, and that you ascertained with due diligence, that in case of gifts or queer situations in which you got possession of the items it does not harm the legitimate owner or his/her respective rights on such item. The Swiss law does not protect the possessor of an item acquired at time if due diligence was not shown. WATCHSEARCHER is entitled to pursue on behalf of legitimate owners any person or company with legal proceedings against unlawful possessors or instruct authorities accordingly.

You undertake to register for the WATCHSEARCHER Services using your correct name, address and any other requested details. You agree to indemnify WATCHSEARCHER against all liabilities, claims and expenses that may arise from any breach of this Agreement by you.

If you are notifying a missing item, you may be asked to enter details of a credit, debit or charge card; you must ensure that (a) you are fully entitled to use that card both at the time when you enter its details on WATCHSEARCHER and when you seek to use it, and (b) it has available funds sufficient to cover all charges incurred on it in the course of your activities on the WATCHSEARCHER Services. If any of the information you enter becomes incorrect or is superseded, then you must notify WATCHSEARCHER with the corrected information.

In any event, to register for WATCHSEARCHER chargeable services, you must be legally able to enter into contracts for the goods and services that you may bid for or sell there. Generally, this means that you must be at least 18 years old (and have the capacity to contract) if you are an individual.

How much confidentiality can you expect?

WATCHSEARCHER agrees not to disclose any personal information about ownership or personal data without prior consent of the legitimate owners to any third parties. All information will be treated to the highest possible confidentiality according to the severe Swiss data protection laws and regulations.

Those areas of the WATCHSEARCHER web site which you access by using a password or other security device contain proprietary and confidential information of WatchSearcher and its suppliers, including engineering documents, manuals, software, program listings, data file printouts, and other technical and marketing information ("WatchSearcher Confidential Information"). You agree to keep this information confidential and to use the information solely for the purposes expressly authorized by WATCHSEARCHER. You also agree to be careful with this WatchSearcher Confidential Information and to only disclose it to your employees with a "need to know" who agree not to disclose the information or use the information for any unauthorized purpose

To provide a service which meets our visitors' needs, we may collect personal data relating to the popularity and usage of the various WATCHSEARCHER Services we offer. However, this data will be used or disclosed only on an anonymous, aggregated basis. WATCHSEARCHER may also use cookies to personalise your experience of WATCHSEARCHER Services, including saving your password.

By agreeing to these terms and conditions, you also give your consent to the way we may handle your personal data in that policy. WATCHSEARCHER will not use this data for any other purpose or disclose it to any other person, unless you have given your consent to WATCHSEARCHER doing so, either during registration or at some other time. We may also disclose this data if we are either compelled to do so by law, or in response to a valid, legally compliant request by a law enforcement or governmental authority.

Does WatchSearcher check the accuracy of provided informations?

WATCHSEARCHER has no control over or responsibility for the quality, safety, or legality of informations which are the subject of notifications, the truth or accuracy of their listings, the ability of Visitors to notify those items; but is entitled to request notifying visitor to prove their records with documents such as police reports, purchase agreements, insurance policies,?

WATCHSEARCHER can but may not control the completion or validity transactions and notifications; even though visitors are prohibited from doing so, some may provide information, or otherwise behave, in a way that is unreliable, illegal, or otherwise would constitute a breach of visitors' obligations under this Agreement. Accordingly, you release WATCHSEARCHER its agents and employees from all liability arising out of or in connection with any notification, including (without limitation) all claims and demands relating to listings, requests; uncompleted or completed transactions, or goods or services offered or actually sold through or in connection with our services.

Descriptions of watches, clocks and services included in database are accurate to the best of WATCHSEARCHER 's knowledge and we assume no responsibility for, and makes no representations with respect to, the accuracy of the information. We do our best to correct errors or omissions as quickly as practicable after being notified of them and we shall notify you of any corrections made on the page where the information is shown.

The materials accessible from or on this web site are provided "as is" and WATCHSEARCHER and its suppliers expressly disclaim any implied or express warranties or conditions of any kind, including warranties, or non-infringement of intellectual property relating to such material.

WATCHSEARCHER may change the programs or services mentioned at any time without notice. Mention of non-WATCHSEARCHER services are for information purposes only and constitutes neither an endorsement nor a recommendation. In particular, WATCHSEARCHER may from time to time advertise or market services provided by other companies for use with WATCHSEARCHER services ("Third Party Services"), either on WATCHSEARCHER 's site or through links to third party and/or co-branded sites. In doing so, WATCHSEARCHER is not endorsing or making any representations concerning such Third Party Products, and each provider is solely responsible for the quality, performance, functionality and rights to produce and distribute its products and/or services. WATCHSEARCHER makes no representation that third party products or services, either alone or in combination with other products, services, processes, or technologies, do not infringe any patents or other intellectual property rights that may be held by others. Each manufacturer, as well as each user, is solely responsible for ensuring that the systems and processes that it makes, offers, uses, and sells do not infringe the rights of others.

How long will the contract be valid?

WatchSearcher guarantees that all items notified as "stolen" will be registered for 10 years from the date they are registered in our database. Informations registered through the "safe" functionality are "as is" with no commitment on duration. Notifying parties are fully responsible of change in email address, personal datas as change of ownership or company name during the whole contractual period, WATCHSEARCHER has no obligation after 3 unsuccessful attempts through provided information to look for the new address or personal information of registered parties.

WATCHSEARCHER may, but is not obligated to, monitor or review materials provided by third parties on WATCHSEARCHER 's web site. WATCHSEARCHER makes no representation as to the accuracy, appropriateness, legality, ownership or other aspects of such materials. WATCHSEARCHER expressly disclaims any liability for such third-party materials under criminal or civil law WATCHSEARCHER relating to defamation, intellectual property infringement, privacy, obscenity, or other areas of law. Also, at times this site may contain links to web sites maintained by third parties which are provided as a convenience to WATCHSEARCHER users. These linked sites are not under the control of WATCHSEARCHER and WATCHSEARCHER is not responsible for any material on such sites. WATCHSEARCHER does not monitor or review the content of such third party sites and therefore advises you that your access by link to third party sites is at your own risk.

Any documents on the WATCHSEARCHER web site (e.g., white papers, press releases, data sheets, product descriptions, and FAQs), are the copyrighted work of WATCHSEARCHER and/or its suppliers and is protected under Swiss and worldwide copyright law and treaty provisions. WATCHSEARCHER grants you permission to copy and use such Documents so long as each copy (i) is solely for informational, non-commercial use in support of WATCHSEARCHER services, (ii) is not modified or revised in any manner, and (iii) displays all copyright and other proprietary notices, in the same form and manner as on the original. Documents do not include (a) the design or layout of this web site, or (b) any materials (e.g., software) which are governed by license terms separate from these Terms and Conditions.

What about intellectual property rights?

Trademarks, WATCHSEARCHER 's trademarks may be used only with written permission from WATCHSEARCHER and proper acknowledgement. For a partial list of WATCHSEARCHER 's trademarks and service marks, as well as trademarks licensed to WATCHSEARCHER by third parties, refer to WATCHSEARCHER 's List of Trademarks. All other trademarks, watch brands, and names are the property of their respective owners.

Except as expressly granted in these Terms and Conditions (or to you specifically in writing), WATCHSEARCHER and its suppliers do not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information.

How is the liability limited?

To the fullest extent allowed by law, WATCHSEARCHER excludes for itself and its suppliers and/or partners any liability, whether based in contract or tort (including negligence), for incidental, consequential, indirect, special, or punitive damages of any kind, of for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use, performance, failure or interruption of this website and the materials, services and products accessible on or from the site, even if WATCHSEARCHER has been advised of the possibility of such damage.

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you.

We will not be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, however caused (whether arising out of any negligence or breach of this Agreement or otherwise), even if that loss or damage was foreseeable by, or the possibility of it was brought to the attention of, WATCHSEARCHER.

WATCHSEARCHER reserves the right to close the operations early, to cancel or withdraw listings or to terminate entire services, where we have compelling legal or technical reasons to do so (including technical difficulties experienced by WATCHSEARCHER or on the Internet). Similarly, WATCHSEARCHER will use its reasonable endeavours to process requests which are notified, but does not guarantee that each individual search will be submitted.

WATCHSEARCHER does not make (and expressly excludes) all other warranties and terms, whether express or implied (including those relating to satisfactory quality or fitness for any purpose), to the fullest extent permitted by law.

How can these Terms and conditions be revised?

Each type of service is different in terms of the degree of involvement of WATCHSEARCHER - and potentially, of the Member - in the transaction that results. Consequently there are major differences in the rights and obligations of parties to those transactions (virtual safe - notification of stolen item - search if a specific item is stolen). One of the fundamental aspects of this Agreement is that acknowledge that WATCHSEARCHER is not and cannot be responsible for the behaviour of, or the goods and services offered - whether they are individuals or businesses. It is important that you understand these differing relationships, and how they affect you in each case. Therefore, we strongly suggest that you print out a copy of this Agreement, keep it in a safe place, and consult it whenever you propose to enter into any transaction through the WATCHSEARCHER Services. You should be aware that the Terms of this Agreement may change from time to time in accordance with the clause mentioned below.

WATCHSEARCHER may revise these Terms and Conditions at any time. Revisions will be posted on this page and users are responsible for reviewing the page from time to time to ensure compliance. If WATCHSEARCHER makes a request to you to stop using and/or to promptly return or destroy any copies of the materials provided on this web site, you will comply immediately with this request and will confirm in writing to WATCHSEARCHER within ten (10) days that you have done so.

WATCHSEARCHER reserves the right to assign or subcontract any or all of its rights and obligations under this Agreement. If we exercise this right, we shall name the assignee or subcontractor on the main screen and you will be entitled to terminate this Agreement immediately. You may not without the written consent of WATCHSEARCHER assign or dispose of this Agreement.

What is the place of performance and the governing law?

WATCHSEARCHER is a company ruled and protected by Swiss law & jurisdiction, any contract and/or transaction shall be deemed performed in Switzerland.

Swiss law shall govern each of the transactions. The parties hereby consent to the exclusive jurisdiction of and venue in the local and/or state courts located in Neuchâtel, Switzerland, for all claims arising out of or relating to this contract or use of WATCHSEARCHER website, including (without limitation) all contractual and other relationships which arise out of such transactions.

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