

# Samsung TOS

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## LEGAL

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- use our Sites in any way that violates these Terms or any laws, rules, regulations, codes of practices, guidelines or any other requirements of regulatory authorities, as amended from time to time, within the jurisdiction in which you are a resident or from which you are using the Sites (“Applicable Law”).
- use our Sites in any fraudulent or malicious way, for example to introduce viruses, malicious code, or harmful data.
- use our Sites in any way that could damage, disable, overburden, impair, or compromise our systems or security, or interfere with other users of our Sites.
- collect or harvest any information or data from our Sites or systems or attempt to decipher any transmissions to or from the servers running our Sites, except to the extent allowed by Applicable Law.

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We do our best to keep User Content safe, but we’re not responsible if any of your User Content or other data is lost. You should keep local copies or make backups of contents and other data, just in case something goes wrong.

YOU ARE ENTIRELY RESPONSIBLE FOR THE USER CONTENT PROVIDED BY YOU AND FOR ANY CONSEQUENCES ARISING IN CONNECTION WITH THAT USER CONTENT (INCLUDING ANY LOSS OR DAMAGE SUFFERED OR INCURRED BY US OR OTHER USERS).

YOU REPRESENT AND WARRANT THAT (I) YOU ARE THE OWNER OF ALL RIGHTS PERTAINING TO THE USER CONTENT OR OTHERWISE AUTHORIZED TO GRANT US THE USER CONTENT LICENSE; (II) THE USER CONTENT WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER THIRD- PARTY RIGHTS; (III) THE USER CONTENT WILL COMPLY AND CONFORM TO ANY AGE CLASSIFICATION RULES AND REQUIREMENTS (INCLUDING ACCURATE AND ADEQUATE CLASSIFICATION AND RATING OF ANY USER CONTENT, AS THE CASE MAY BE) UNDER APPLICABLE LAW.

## **Social Media**

We welcome you to share User Content and information about our products and services through social media. When you use social media to share Site content, you grant us the right to reproduce and publish your social media posting and to use the username / social media handle that you used when sharing the content. You are responsible for complying with the terms and conditions of social media platforms.

## **Digital Millennium Copyright Act**

## A. DMCA Notice

If you are a copyright owner or an agent thereof and believe that any content on our Sites infringes upon your copyrights, you may submit a notification (“Notification”) pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the Notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You can send your notice to [SamsungDMCA@sea.samsung.com](mailto:SamsungDMCA@sea.samsung.com).

A copy of your DMCA Notification will be sent to the person who uploaded the material addressed in the Notification.

Please be advised that under Section 512(f) of the Digital Millennium Copyright Act you may be held liable for damages and attorneys’ fees if you make material misrepresentations in a DMCA Notification.

## B. DMCA Counter-Notice

If you, the user, receive a DMCA Notification because your content is claimed to infringe a copyright, but you believe in good faith that your content is not infringing or that you

have authorization to use the material, you may respond to the DMCA Notification by sending a counter notification (“Counter Notification”) to our DMCA Agent (whose contact information is provided above) that includes:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled (such as a URL for the webpage for where the material is posted);
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a United States District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Samsung may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

If you submit a DMCA Counter Notification, a copy of the counter notification, including your name and contact information, will be sent to the copyright owner or person who provided the DMCA notification. Please note that sending a DMCA Counter Notification may not result in your content being restored to our services if the copyright owner chooses to file suit against you within ten (10) business days of receiving the counter notification.

## **Third-Party Services**

We work with a global network of partners and service providers to provide you with useful content and functionality in connection with our Sites. This may include information, links, advertisements, chat services, or other content or functionality provided by third parties (“Third-Party Services”). We are not responsible for, and have no control over, any Third-Party Services, and we aren’t liable for any damages or losses that are caused by any Third-Party Services.

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While we try to make our Sites error-free, we do not guarantee that the content provided through the Sites is complete, current, or error-free (including content related to product availability, specifications, features, or prices). If we discover errors, we will make reasonable efforts to correct them. In some cases, product measurements and descriptions are approximate and provided only for ease of explanation or convenience.

## **Product Availability and Pricing**

We use reasonable efforts to fulfill orders, but cannot guarantee availability of any particular product or service, and sometimes an item shown on the Sites may not be available. In that case, we may cancel your order or contact you for follow-up. We reserve the right to discontinue the sale of any product or service at any time without notice. We may decline or place quantity limits on your order at any time.

In the event of a pricing or other error, we reserve the right to revoke offers, cancel orders and correct errors or omissions, including after an order has been placed.

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We may preauthorize or charge your order amount with your credit or debit card issuer at the time you place the order, which may have an effect on your available credit line.

All information provided by you must be accurate, complete and correct. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the items, products or services that you have requested. Receiving an order

acknowledgement via email or confirmation page does not guarantee the acceptance of an order.

## **Export Control**

You are responsible for complying with United States and foreign export controls and for any violation of such controls, including any United States embargoes or other rules and regulations restricting exports. You represent that you are not: (1) located in, or a resident or a national of, any country subject to a government embargo or other restriction, or that has been designated by any government as a “terrorist supporting” country; or (2) on any government list of restricted end users.

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## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS, OPPORTUNITY OR DATA, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY OTHER INTANGIBLE LOSSES. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND EVEN TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ARE REASONABLE GIVEN THE BENEFITS OF THE SITES AND YOU WILL ACCEPT SUCH RISK AND/OR INSURE ACCORDINGLY.

## **Indemnity**

You agree to indemnify, defend, and hold harmless us, our licensors, our agents, and all officers, directors, and employees from any and all third-party claims, actions, losses, damages, liabilities, judgements, grants, costs, and expenses (including reasonable attorneys' fees) arising from: (i) your use of our Sites or use by any person that you allow to use our Sites that is not in accordance with these Terms, (ii) any breach of

these Terms by you or by any person that you allow to use our Sites, or (iii) any violation of any laws or regulations or the rights of any third party by you or by any person that you allow to use our Sites.

## **Arbitration**

ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THESE TERMS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. Any such dispute shall not be combined or consolidated with a dispute involving service provided to any other person or entity, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes, and is entered pursuant to the Federal Arbitration Act. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and these Terms. Judgement may be entered on the arbitrator's award in any court of competent jurisdiction. This arbitration provision also applies to claims against our employees, representatives and affiliates if any such claim arises from these Terms. For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant us our attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and we shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim") shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs to the extent allowed by the applicable law. Judgement may be entered on the arbitrator's award in any court of competent jurisdiction.

You may opt out of this dispute resolution procedure by providing notice to us. To opt out, you must send notice by email to [optout@sea.samsung.com](mailto:optout@sea.samsung.com), with the subject line: "Arbitration Opt Out—Website Terms of Use." Your opt-out email must include: (a) your name and address; (b) e-mail address; and (c) telephone number. Opting out of this dispute resolution procedure will not affect the Terms of Use, and you will continue to enjoy the benefits of the Sites.

## **Geographic Scope**

The Sites are intended for use within the United States of America. Claims about our products or services are limited to the United States, unless otherwise disclosed. The Sites are intended to promote solely products that are sold in the United States. We do not represent or warrant that the Sites are appropriate or available for use outside the United States.

## **Governing Law**

The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms will be governed by the law of the State of New York, without reference to its choice of laws principles. These Terms will not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Notwithstanding the foregoing, we may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court of competent jurisdiction.

## **Entire Agreement & Severability**

These Terms, our Privacy Policy, any additional terms that accompany our Sites, any amendments and any additional agreements you may enter into with us shall constitute the entire agreement between you and us with respect to our Sites, and supersede all prior or contemporaneous oral or written communications, proposal, and representations with respect to our Sites or any subject matter covered by these Terms. If any provision of these Terms is deemed to be invalid, illegal or unenforceable (in whole or in part), then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and

effect. You may be subject to additional terms and conditions that govern your use of third-party services, content, or software.

## **No Waiver**

If we do not exercise or enforce any legal right or remedy which is set out in these Terms or which we have the benefit of under any Applicable Law, this will not be construed as a formal waiver of our rights or remedies and such rights or remedies will remain available to us.

## **Reservation of Rights & Feedback**

Nothing in these Terms gives you a right to use the Samsung name or any of the Samsung trademarks, logos, domain names, and other distinctive brand features. All rights, title, and interest in and to our Sites (excluding content provided by third parties) are and will remain the exclusive property of Samsung and its licensors. If you choose to make available any comments, ideas, feedback, or suggestions, we will be free to use such comments, ideas, feedback or suggestion as we see fit and without any obligation to you.

## **Survival**

Any provisions within these Terms that by their nature should continue to be in effect, shall survive the expiration or termination of these Terms, and remain valid and binding.

## **Additional Terms May Apply**

Depending on which of our products or services you use, additional terms may apply (“Additional Terms”). Additional Terms may also apply for promotions, sweepstakes, contest, giveaways, or similar programs. If these Terms are inconsistent with any Additional Terms, the Additional Terms will control.

## **Changes to these Terms**

From time to time, we may change these Terms in our sole discretion. We reserve the right to make these changes without notice, though we will update the “Last Updated” line at the beginning of these Terms after each revision. You are responsible for regularly reviewing these Terms, and your continued use of the Sites following any changes indicates your acceptance of those changes.