

## LED TV - Series 5 - 5200 - 520D

## LIMITED WARRANTY TO ORIGINAL PURCHASER

This SAMSUNG brand product, as supplied and distributed by SAMSUNG and delivered new, in the original carton to the original consumer purchaser, is warranted by SAMSUNG against manufacturing defects in materials and workmanship for period of:

(90 Days Parts and Labor for Commercial Use)

Categories	Parts	Labor	Size	Service
LCD/LED TV	1 Year	1 Year	42" and Larger *Includes 40" UHD Model	Carry-In or In Home
			40" and Smaller	Carry-In

This limited warranty begins on the original date of purchase, and is valid only on products purchased and used in the United States. To receive warranty service, the purchaser must contact SAMSUNG for problem determination and service procedures.

Warranty service can only be performed by a SAMSUNG authorized service center. The original dated bill of sale must be presented upon request as proof of purchase to SAMSUNG or SAMSUNG's authorized service center.

SAMSUNG will repair or replace this product, at our option and at no charge as stipulated herein, with new or reconditioned parts or products if found to be defective during the limited warranty period specified above. All replaced parts and products become the property of SAMSUNG and must be returned to SAMSUNG. Replacement parts and products assume the remaining original warranty, or ninety (90) days, whichever is longer.

Certain products are eligible for In-home service at Samsung's discretion. To receive in-home service, the product must be unobstructed and accessible to service personnel. If during in-home service, repair cannot not be completed, it may be necessary to remove, repair and return the product. If in-home service is unavailable, SAMSUNG may elect, at our option, to provide for transportation of our choice to and from a SAMSUNG authorized service center. Otherwise, and for 37" and smaller LCD/LED TV, transportation to and from the SAMSUNG authorized service center is the responsibility of the purchaser.

This limited warranty covers manufacturing defects in materials and workmanship encountered in normal, and except to the extent otherwise expressly provided for in this statement, noncommercial use of this product, and shall not apply to the following, including, but not limited to: damage which occurs in shipment; delivery and installation; applications and uses for which this product was not intended; altered product or serial numbers; cosmetic damage or exterior finishes; accidents, abuse, neglect, fire, water, lightning or other acts of nature; use of products, equipment, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by SAMSUNG which damage this product or result in service problems; incorrect electrical line voltage, fluctuations and surges; customer adjustments and failure to follow operating instructions, cleaning, maintenance and environmental instructions that are covered and prescribed in the instruction book; reception problems and distortion related to noise, echo, interference or other signal transmission and delivery problems; brightness related to normal aging, or burned-in images. SAMSUNG does not warrant uninterrupted or error-free operation of the product.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AFTER THE EXPRESS WARRANTY PERIODS STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON SAMSUNG. SAMSUNG SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST SAMSUNG BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY SAMSUNG AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT SOLD BY SAMSUNG NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF SAMSUNG. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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## 2015 Smart Hub: Terms and Conditions

### 1. Agreement between Samsung and the User

#### 1.1 In this document:

(a) "We", "us", or "Samsung" means Samsung Electronics Co., Ltd, whose principal place of business is at 416, Maetan-3dong, Yeongtong-gu, Suwon-si, Gyeonggi-do, Korea; and

(b) "User" means a user of Samsung's productions, application, software, services, websites and other related services provided by us or any third party designated by us (collectively (and excluding any services provided to such user by us under a separate written agreement) the "Services").

1.2 The User's use of the Services is subject to the terms and conditions set out below and any other terms and conditions applicable to the User from time to time, including but not limited to, Samsung's Privacy Policy and all other documents referred to in this document (all such terms and conditions collectively constituting the "Agreement").

1.3 The User should read the Agreement carefully. The Agreement is a legally binding agreement between Samsung and the User in relation to the Services and the User's use of the Services.

### 2. Acceptance of Agreement

2.1 The User must accept the terms of the Agreement in order to use the Services, and may not use the Services otherwise. It is important for the User to read and understand the terms of the Agreement before accepting them. The User should not click accept if there is any term that the User does not understand or agree to. Once the User accept the terms of the Agreement, he or she will be bound by them.

2.2 Subject to Clause 2.3, the User will accept the terms of the Agreement by clicking to accept or agree to the Agreement via the user interface for the Services.

2.3 Any purported acceptance of the terms of the Agreement by any of the following persons will not be valid, and such persons may not use the Services: (a) any person who is not of legal age to form a binding contract with Samsung, or (b) any person who is barred from receiving the Services, in each case, under the laws of any country.

### 3. Translation of the Agreement

The User acknowledges and agrees that any translation of the English language version of the Agreement provided by Samsung to the User is provided for the User's convenience only, and that the English language version of the Agreement will take precedence over the translation in the event of any contradiction between them.

### 4. The Services

4.1 The Services are provided to the User by Samsung and in some cases, by Samsung's subsidiaries and affiliated legal entities worldwide (together, the "Samsung Affiliates", "affiliate" being defined in Clause 19.5)) on behalf of Samsung. The User acknowledges and agrees that the Samsung Affiliates are each entitled to provide the Services to the User under the Agreement.

4.2 The User acknowledges and agrees that there may be non-material changes to the form and nature of the Services provided from time to time without prior notice to the User.

4.3 The User acknowledges and agrees that Samsung may (in its sole discretion) suspend or cease providing the Services (or any part of the Services) to a specific User or all Users upon prior notice to the User.

4.4 The User acknowledges and agrees that Samsung may, for any commercially reasonable grounds, suspend or disable the User's access to the User's account for the Services, in which case the User may be prevented from accessing the Services, the User's account details and any files or other content contained in the User's account.

4.5 The User acknowledges and agrees that Samsung may, at any time and in its sole discretion, set a limit on the number of transmissions the User may send or receive through the Services or on the amount of storage space used for the provision of the Services (or any part of them). Without limiting Samsung's rights under Clause 4.3 and Clause 4.4, Samsung may suspend the User's access to the Services if the User exceeds any such limit set from time to time.

4.6 The User may stop using the Services at any time without prior notice to Samsung.

## 5. Using the Services

5.1 The User agrees to use the Services for personal and non-commercial purposes only and subject to those purposes being permitted by (a) the Agreement; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

5.2 The User must not access (or attempt to access) any of the Services other than through the interface for the Services made available by Samsung. Without limiting the foregoing, the User must not access (or attempt to access) any of the Services through any automated means (including scripts or web crawlers).

5.3 The User must comply with all instructions made available to the User in connection with the Services.

5.4 Certain Services may automatically download and install updates from time to time from Samsung. Such updates may be in various forms, including bug fixes, enhanced or new functions or features, new software modules and completely new versions. The User agrees to receive such updates (and permits Samsung to deliver such updates to the User) as part of the Services.

5.5 The User must not engage in any activity that causes interference with or disruption to the Services or any servers or networks that are connected to the Services.

5.6 The User must not reproduce, duplicate, copy, sell, trade or resell the Services (or any part of them).

5.7 To the extent permitted by law, the User is solely responsible for any breach of the User's obligations under the Agreement and for the consequences of any such breach, including any loss or damage which Samsung or any third party may suffer. Samsung will have no responsibility to the User or to any third party in respect of such breach.

5.8 To the extent permitted by law, for any Service that may require consent of the User before such Service is available to the User, the User, by consenting to such Service, shall be solely responsible for any loss or damage that may arise from using such Service and Samsung will have no responsibility and liability to the User or to any third party in respect of the use of such Service by the User.

## 6. Location-based Services

6.1 If the User is using any of the Services which offer location-based services or functionality ("Location-Based Services") then, in addition to the remainder of these Terms and Conditions, the following Clauses in this Section 6 will also apply in respect of the use of the Location-Based Services. The Location-Based Services are offered by collecting, storing, transmitting or processing location data of the User and/or his or her Samsung device upon consenting to the use of such Location-Based Services. By consenting to use of such Location-Based Services, you consent to Samsung and the Samsung Affiliates using the location data for the purpose of providing the Location-Based Services to you in accordance with the Privacy Policy [<http://static.bada.com/contents/devicepp/global.txt>]. The User recognizes that such Location-Based Services may be erroneous, inaccurate, incomplete or time-delayed and shall not be used for emergency or life saving purposes. Samsung will use commercially reasonable efforts to ensure that the Location-Based Services are available to the User without undue inaccuracies, incompleteness or time-delays. If there are inaccuracies, incompleteness or time-delays, Samsung will use commercially reasonable efforts to ensure that these are kept to a minimum. In particular, Samsung, the Samsung Affiliates and its licensors do not represent or warrant that: (i) the User's use of the Location-Based Services will meet the User's requirements; or (ii) that any information obtained by the User as a result of the User's use of the Location-Based Services will be available at all times, or will be accurate or reliable.

6.2 Without limiting the foregoing, the User acknowledges that some location-based Services, e.g., SamsungDive "Remote Locator", "Phone Tracking" or SIM removal alert features, may not be available for use at all times and in certain circumstances such as, but not limited to:

(a) where the relevant Samsung device is not able to receive any remote commands in relation to the location-based Services as a result of carrier network problems and/or the settings made on the device (e.g., where the device has been switched off);

(b) where the password of the relevant Samsung device has been accessed, unlocked and reset by a third party; or

(c) where the User has not backed up the relevant data stored on the relevant Samsung device before using the Location-Based Services.

6.3 Some Location-Based Services may provide the User with data about the geographical location of his or her lost Samsung device, but it shall be the User's sole responsibility to locate and recover the lost device.

6.4 SIM removal alert services may not function if the device has been switched off or the battery removed (if user accessible) prior to removal of the SIM card.

6.5 The User acknowledges that Samsung may be required by applicable law or regulation to provide to a government agency access to User's account information and password and may be so required to provide information on the User based on the Location-Based Services to or cooperate with such agency. In such an event the User consents to Samsung providing such information or cooperation and agrees that Samsung shall have no liability to the User, and, further, the User releases Samsung from any such liability.

## 7. Passwords and account security

7.1 The User is responsible for maintaining the confidentiality of the User's login information and passwords for all accounts used by the User to access the Services. The User acknowledges and agrees that the User is solely responsible to Samsung for all activities that occur under all such accounts.

7.2 The User must notify Samsung by email to [svc.bada@samsung.com](mailto:svc.bada@samsung.com) immediately upon becoming aware of any unauthorized use of any of the User's passwords or accounts.

7.3 The User acknowledges that if the User provides a third party with access to the User's account information or otherwise enables or permits such access (by positive act, omission or by negligence, including, but not limited to, creating weak or easily discovered password) through no fault of Samsung (collectively referred to as non-User Access), the third party with such non-User Access may be able to remotely track or locate the Samsung device or the User's location, and may be able to access information (including, but not limited to, personal and financial information) stored on or accessed using the Samsung device or lock out or wipe the device. The User agrees that in any such event Samsung shall not be liable for any consequences or damages based on such non-User Access.

7.4 The User acknowledges that third party software, kernel, or service which User installs or permits to be installed or used (whether knowingly or unknowingly) on the Samsung device which have not been approved by Samsung may be able to access the User's account information or use the Location-Based Services and the User agrees that Samsung is not liable to the User and the User releases Samsung from any liability for such access or use.

## 8. Registration Data

8.1 The User may be required to provide information about himself or herself in order to access the Services (for example, when registering to use the Service or any part of them), or in the course of using the Services.

8.2 The User agrees to provide accurate, current, and complete information required to register to use the Services ("Registration Data") and at other points as may be required in the course of using the Services. The User further agrees to maintain and update the User's Registration Data as required to keep it accurate, current, and complete. Samsung may terminate the User's rights to any or all of the Services if any information provided by the User is false, inaccurate or incomplete.

8.3 The User agrees to the use of the User's Registration Data in accordance with Samsung's Privacy Policy [<http://static.bada.com/contents/devicepp/global.txt>]. Samsung's Privacy Policy sets out Samsung's data protection practices and describes how Samsung will treat the Registration Data and will protect the User's privacy when using the Services.

8.4 Upon obtaining consent from the User, Samsung may disclose the User's Registration Data to a third party. In doing so, Samsung will comply with data protection law by ensuring that there are arrangements in place to ensure that the third party does not use personal identifiable information about the User for any purpose other than purposes that we specify and in accordance with the purposes outlined in the Agreement, and will keep personal identifiable secure.

## 9. Content rights

9.1 The User acknowledges that all content that is accessible as part of or via the use of the Services (including audio and sound files, data files, images, graphics, animation, music, photographs, software, videos and written text) ("Content") is the sole responsibility of the originator of such Content. Such Content may include content in the form of advertisements, messages or other sponsored Content.

9.2 The User acknowledges and agrees that the Content may be protected by proprietary or intellectual property rights of third parties (such as advertisers and sponsors or their agents who provide such Content to Samsung). The User must not modify, rent, lease, loan, sell, distribute or create derivative works based on any Content (either in whole or in part).

9.3 Samsung may (but is not obliged to) pre-screen, review, flag, filter, modify, refuse or remove any or all Content from the Services.

9.4 The User acknowledges that he or she uses the Services understanding the risk that he or she may find some Content to be offensive, indecent or objectionable.

## 10. Samsung's proprietary rights

10.1 The User acknowledges and agrees that Samsung (or Samsung's licensors) owns all legal right, title and interest in and to the Services, including all intellectual property rights (existing anywhere in the world and whether registered or not) which subsist in the Services.

10.2 The User acknowledges that the Services may contain information which is confidential to Samsung and agrees not disclose such information without Samsung's prior written consent.

10.3 Other than as a User of the Services nothing in the Agreement gives the User any right to use any of Samsung's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. To the extent that the User is entitled to such use under a separate written agreement with Samsung, such use must be in compliance with that agreement, any applicable provisions of the Agreement, and Samsung's brand feature use guidelines as updated from time to time.

10.4 The User must not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which are affixed to or contained within the Services.

10.5 The User must not use any trade mark, service mark, trade name, logo of any person in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## 11. Samsung Services licence

11.1 Samsung grants to the User a personal, revocable, worldwide, royalty-free, non-assignable and non-exclusive licence to use the Services as provided by Samsung to the User ("Licence"). The Licence is granted for the sole purpose of enabling the User to use and enjoy the benefit of the Services as provided by Samsung, in the manner permitted by the Agreement. The User may not allow any other person to use the Services and may not use the Services to provide services to any other person.

11.2 The User may not (and may not permit any other person to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of Samsung Services (or any part of it), unless this is expressly permitted or required by law, or expressly permitted by Samsung in writing.

11.3 The User may not assign, convey, grant a sub-licence of, or grant a security interest in or over, the Licence or any rights under it, loan or lease the Services, or otherwise transfer the Licence or any rights under it, to any person.

11.4 Except for the User's limited right to use the Services under the Licence, Samsung retains all rights in and to the Services.

11.5 In the event the User transfers his or her account to a Samsung device different from the device on which the Services were initially installed or accessed, the account information will transfer with the User, but the User.

## 12. User Content

12.1 The User will retain copyright and any other rights that the User already holds in any content created, submitted, posted, transmitted or displayed on or through the Services ("User Content"). By creating, submitting, posting, transmitting or displaying the User Content on or through the Services, the User grants Samsung a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, digitise, publish, publicly perform, publicly display, transfer and distribute the User Content ("User Content Licence"). The User Content Licence is granted for the sole purpose of enabling Samsung to display, distribute and promote the Services or comply with applicable laws and regulations and may be revoked in accordance with any additional terms expressly agreed by the User and Samsung.

12.2 The User agrees that the User Content Licence includes a right for Samsung to make User Content available to third parties for the provision of syndicated services, and to use User Content in connection with the provision of such services.

12.3 The User acknowledges and agrees that the User Content Licence includes a right for Samsung, in performing the technical steps necessary to provide the Services to users, to (a) transmit or distribute User Content over various public networks and in various media; and (b) make modifications to User Content as necessary to conform and adapt the User Content to the technical requirements of connecting networks, devices, services or media.

12.4 Other than as set out in this Clause 12, Samsung acknowledges and agrees that it obtains no right, title or interest from the User (or the User's licensors) in or to the User Content, including any intellectual property rights which subsist in the User

Content (existing anywhere in the world and whether registered or not).

12.5 The User confirms, represents and warrants to Samsung that:

(a) the User has all the rights, power and authority necessary to grant the User Content Licence:

(b) the User Content will not infringe any third party intellectual property or other third party rights;

(c) the User Content will not contain any material or be used for any purpose which is harmful, inaccurate, pornographic, abusive, obscene, threatening, defamatory, harassing or which is otherwise illegal, which is involved in terrorist activities or which does not comply with Samsung's content guidelines;

(d) the User Content will not contain any viruses or other harmful code or devices which could damage any device accessing such User Content,

and the User shall indemnify, defend and hold Samsung (and the Samsung Affiliates) harmless against any cost, loss, damage, liability or expense (including, but not limited to attorneys fees and costs) incurred by Samsung (and the Samsung Affiliates) as a result of any breach of the above warranties.

12.6 Samsung may respond to notices of alleged copyright infringement in accordance with applicable intellectual property law and may terminate the accounts of users involved in or accused of repeated acts of infringement.

12.7 The User agrees that the he or she is solely responsible for his or her User Content and for any consequences arising in connection with that User Content (including any loss or damage suffered or incurred by Samsung). Samsung has no responsibility to the User or to any third party in respect of the User Content or such consequences. Without limiting the foregoing, the User agrees that the User is responsible for protecting and enforcing any intellectual property rights which subsist in the User Content and that Samsung is not obliged to do so on the User's behalf.

### 13. Advertisements

13.1 The Services (or any part of them) may display advertisements and promotions and may otherwise be supported by advertising revenue. Such advertisements and promotions may be targeted to information such as the content of information stored on the Services and queries made through the Services. In consideration for Samsung granting the User access to and use of the Services, the User agrees that Samsung may place such advertising on the Services and collect and use data from any response by the User to such advertising.

13.2 Samsung may change the manner, mode and extent of advertising on the Services without providing notice to the User.

### 14. Third Party Content

14.1 The Services may include links to other websites, content and resources. Samsung may have no control over such websites, content or resources which are provided by third parties ("Third Party Content").

14.2 The User acknowledges and agrees that Samsung is not responsible for the availability of any Third Party Content, and does not endorse any advertising, products or other materials on or available via Third Party Content.

14.3 The User acknowledges and agrees that Samsung is not liable for any loss or damage that may be incurred by the User as a result of the availability of any Third Party Content, or as a result of any reliance placed by the User on the completeness, accuracy or existence of Third Party Content, including any advertising, products or other materials on or available via Third Party Content.

14.4 As a result of, or through using the Services, the User may from time to time use a service, be required to create a user account, purchase goods, or download a piece of software, which is provided by a third party. The User's use of such other services, goods or software may be subject to separate terms between the User and the relevant third party. In such case, the Agreement does not affect the User's legal relationship with that third party.

### 15. Changes to the Agreement

Samsung may make changes to the terms of the Agreement from time to time for security, commercial, legal or reasons. When these changes are made, the User will be notified separately with at least 30 days notice of any changes or additions by Samsung making a copy of the new Agreement available at [<http://static.bada.com/contents/deviceterms/global.txt>] and the User will be prompted to consent to or decline the newly revised terms of the Agreement. The User may terminate this Agreement at any time if he or she does not agree to the amended terms of the Agreement.

### 16. Termination of the Agreement

16.1 The Agreement will remain in force until terminated by either the User or Samsung in accordance with this Clause 16.

16.2 The User may terminate this Agreement at any time by (a) providing notice of cancellation in writing to Samsung at the address set out in Clause 1 and (b) closing all of the User's accounts for the Services used by the User where Samsung has made this option available to the User.

16.3 Samsung may terminate this Agreement at any time:

(a) immediately if the User has breached any provision of the Agreement (or has acted in manner which clearly indicates or if Samsung has reasonable basis for belief that the User does not intend to, or is not able to comply with the provisions of the Agreement);

(b) immediately if Samsung is required to do so by law or regulation (for example, where the provision of the Services to the User is, or becomes, unlawful);

(c) upon thirty (30) days notice, if the partner with whom Samsung offered the Services to the User has terminated its relationship with Samsung or ceased to offer the Services to the User;

(d) upon thirty (30) days notice, if Samsung is transitioning to no longer providing the Services to users in the country in which the User is resident or from which the User uses the Services; or

(e) upon thirty (30) days notice, if, in Samsung's opinion, the provision of the Services to the User by Samsung ceases to be commercially viable .

16.4 Nothing in this Clause 16 affects Samsung's rights in relation to the provision of Services under Clause 4.

16.5 Upon termination of the Agreement, all of the legal rights, obligations and liabilities that the User and Samsung have benefited from, been subject to, or which have accrued during the term of the Agreement or are expressed to continue indefinitely, will be unaffected by such termination.

## 17. EXCLUSION OF WARRANTIES

17.1 NOTHING IN THESE TERMS, INCLUDING THIS CLAUSE 17 AND CLAUSE 18, EXCLUDES OR LIMITS SAMSUNG'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. IF THE LAWS IN THE USER'S JURISDICTION DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, TERMS OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN THAT JURISDICTION WILL APPLY TO THE USER AND SAMSUNG'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17.2 Samsung will use commercially reasonable efforts to ensure that the Services are available to the User without undue disruption, interruption or delay. If there is a disruption, interruption or delay, Samsung will use commercially reasonable efforts to ensure that it is kept to a minimum.

17.3 IN PARTICULAR, SAMSUNG, THE SAMSUNG AFFILIATES, AND ITS PARTNERS AND LICENSORS DO NOT REPRESENT OR WARRANT TO THE USER THAT:

(a) THE USER'S USE OF THE SERVICES WILL MEET THE USER'S REQUIREMENTS;

(b) ANY INFORMATION OBTAINED BY THE USER AS A RESULT OF THE USER'S USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR

(c) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO THE USER AS PART OF THE SERVICES WILL BE CORRECTED.

17.4 THE USER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE USER'S COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

17.5 NO ADVICE OR INFORMATION (WHETHER ORAL OR WRITTEN) OBTAINED BY THE USER FROM SAMSUNG ON OR VIA THE SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

17.6 OTHER THAN AS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, SAMSUNG HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR USE.

## 18. Limitation of Liability

18.1 Nothing in these terms shall exclude or limit Samsung's liability or limit Samsung's liability for (i) death or personal injury; (ii) fraud, or (iii) anything which cannot be limited or excluded by applicable law.

18.2 Subject to paragraph 18.1 above, Samsung shall not be liable to the User, whether in contract, tort (including negligence) or any theory of liability, and whether or not the possibility of such damage or losses has been notified to Samsung, for:

(a) any indirect, incidental, special, punitive or consequential damages; or

(b) any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation or (whether direct or indirect); or

(c) any damage to or corruption of data (whether direct or indirect); or

(d) any loss or damage as a result of:

(i) any reliance placed by the User on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between the User and any advertiser or sponsor whose advertising is made available on or via the Services;

(ii) any changes to the Services, or any permanent or temporary cessation in the provision of the Services (or any part of them);

(iii) the User's failure to provide Samsung with accurate account information; or

(iv) the User's failure to keep the User's password or account details secure and confidential.

## 19. General

19.1 Samsung intends to rely upon only the written terms set out in the terms of this Agreement and not any representations made elsewhere, in advertising or directly to the User by any of our employees. This Agreement integrates and supersedes any and all prior oral or written agreements relating to the subject matter hereof. This Agreement may not be modified or amended, in whole or in part, except by an addendum in writing executed by duly authorized representatives of both parties. The User must read the terms of this Agreement carefully and should contact Samsung and must not use the Services if the terms include things to which the User does not wish to be bound. In that way any confusion about what the User and Samsung are expected to do can be avoided.

19.2 The User agrees that Samsung may provide the User with notices (including notices relating to changes to the Agreement), by email, ordinary mail, or postings on or via the Services.

19.3 The User agrees that if Samsung does not exercise or enforce any legal right or remedy which is set out in the Agreement, or which Samsung has the benefit of under any applicable law, this will not be construed as a formal waiver of Samsung's rights or remedies and that such rights or remedies remain available to Samsung.

19.4 If any provision of this Agreement is invalid, as determined by a court of law having the jurisdiction to decide on this matter, then that provision will be removed from the Agreement without affecting the remaining provisions of the Agreement, which will continue to be valid and enforceable.

19.5 The User acknowledges and agrees that each Samsung affiliated company shall be a third party beneficiary to the Agreement and shall be entitled to directly enforce, and rely upon, any provision of the Agreement which confers a benefit on (or rights in favor of) them. Subject to the foregoing, no other person shall be a third party beneficiary to the Agreement. For the purposes of the Agreement, an affiliated company of Samsung is any company, corporation, firm, partnership or other entity that controls Samsung, is controlled by Samsung or is under common control with Samsung; the term "controls" and "controlled" meaning the ability to direct the management of the relevant entity.

19.6 The User may not transfer, assign, convey (whether by contract or operation of law), charge or otherwise dispose of the Agreement which is personal to the User, or any of the User's rights or obligations arising under it, without our prior written consent. We will not refuse to give consent without good reason. Any transfer in violation of this Agreement shall be of no power or effect.

19.7 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist act or attack or threat of terrorist act or attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of

public or private transport, impossibility of the use of public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government. Our performance under the Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and for a reasonable period of time after such Force Majeure Event is removed or ceases to exist and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Agreement may be performed despite the Force Majeure Event.

19.8 The Agreement and the User's relationship with Samsung under the Agreement shall be governed by the laws of the Republic of Korea without regard to its conflict of law provisions. The User and Samsung agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Korea to resolve any legal matter arising in relation to the Agreement. Notwithstanding the foregoing, the User agrees that Samsung may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

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