

Samsung Service Terms and Conditions

These terms and conditions ("Terms and Conditions") govern and regulate the use of the services and applications (each, a "Service", and collectively, the "Services") provided to users ("You", "Your" or "Users") by Samsung Electronics Co., Ltd. ("Samsung") and/or its subsidiaries and affiliates (collectively, "Subsidiaries") and described in more detail at [<http://account.samsung.com>] (the "Website"). You may use the Services to locate, browse and download applications, data files and other content, some of which may be offered by Samsung or its Subsidiaries and some of which may be made available by third parties that are not affiliated with Samsung (collectively, "Third Party Product"). You agree that Samsung and its Subsidiaries are not responsible for any Third Party Product and make no representations or warranties relating to such Third Party Product, and You access such Third Party Product at your own risk. You also acknowledge and agree that additional policies, terms, conditions and licenses ("Special Terms") may govern your use of a particular Service or Third Party Product, in which case such Special Terms shall supplement these Terms and Conditions with respect to Your use of such Service or Third Party Product. You agree to abide by such other Special Terms, including where applicable representing that you are of sufficient legal age to use such Service or Third Party Product. In the event of a conflict or inconsistency between these Terms and Conditions and any such Special Terms, the Special Terms shall prevail with respect to Your use of that part or feature of the particular Service or Third Party Product giving rise to the conflict or inconsistency.

Please read these Terms and Conditions carefully. Your use of any Samsung Service indicates that you have read, accepted and unconditionally agreed to these Terms and Conditions and any other applicable terms. The Privacy Policy <<http://account.samsung.com/membership/pp>> for the Samsung Services is incorporated herein by this reference. You may not Use the Services if You are a (a) person who is not of legal age to form a binding contract with Samsung or (b) person who is barred from receiving the Services under the laws of any country including the country in which You are a resident or from which You are using the Services. Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC ASSENT CONSTITUTES YOUR AGREEMENT AND INTENT TO BE BOUND BY THESE TERMS AND CONDITIONS AND HONOR ALL TRANSACTIONS YOU ENTER INTO.

How You may accept the Terms and Conditions,
How Samsung may change the Terms and Conditions, and
How You or Samsung may terminate Your account

1. Acceptance of the Terms and Conditions

1.1. Before You are permitted to Use the Services You are required to accept the Terms and Conditions and any Special Terms, as the case may be. Terms and Conditions and any Special Terms may be accepted by clicking the "accept" button if such button or function is available or present via the user interface for the respective Service.

1.2. You also accept the Terms and Conditions or any Special Terms when You access or actually start to use the Services. In this case You understand that You are bound by and Samsung will treat You as being bound by the Terms and Conditions from the moment You access or start using the Services.

2. Changes to the Terms and Conditions

2.1. Samsung reserves the right, in its sole discretion, to modify, update, add to, discontinue, remove or otherwise change any portion of these Terms and Conditions at any time.

2.2. When Samsung amends these Terms and Conditions, we will revise the "last updated" date located at the bottom of these Terms and Conditions. For changes that we consider to be material, we will place a notice on the Website by revising the link on the homepage to read substantially as "Updated Terms and Conditions" for a reasonable amount of time. If you provide information to us or access or use any Samsung Service in any way after these Terms and Conditions have been changed, you will be

deemed to have unconditionally consented and agreed to such changes. The most current version of these Terms and Conditions will be available on the Website and will supersede all previous versions.

3. Termination

3.1. As long as You comply with these Terms and Conditions, Samsung grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Services.

3.2. You close Your Account at any time.

3.3. You agree that Samsung may stop (permanently or temporarily) providing any or all of the Services (or any features within the Services) to You or to users generally at Samsung's sole discretion, without prior notice to you.

3.4. Without limiting the generality of the foregoing, Samsung is entitled to disable your account at any time and without observing any notice period if:

a. You are in breach of these Terms and Conditions;

b. You have clearly demonstrated (regardless of whether directly or through Your actions or statements or otherwise) that You do not intend to comply with these Terms and Conditions;

c. Samsung, (including Samsung's Subsidiaries) or any supplier or partner of Samsung providing the Services to or together with Samsung decide to terminate the provision of the Services or any parts thereof (either worldwide or in the country where You are a resident or from where You are Using the Services) or if any supplier or partner of Samsung decides to terminate the entire relationship with Samsung and regardless of the reason of such termination, including where Samsung or any supplier or partner of Samsung are of the opinion that the provision of the Services or parts thereof to You or to Samsung or together with Samsung are no longer commercially feasible; or

d. Samsung (including Samsung's Subsidiaries) or any supplier or partner of Samsung providing the Services to or together with Samsung are required by applicable law to terminate the provision of the Services or parts thereof (for example if due to changes in applicable law or due to court rulings or judgments the Services or parts thereof become or are considered unlawful).

3.5. The termination of this Agreement shall have no prejudice to any rights, obligations and liabilities that You or Samsung have accrued or incurred during the term of this Agreement.

3.6. You agree that if Samsung disables access to your account, you may be prevented from accessing the Services, your account details or any files, "User Content" (as defined herein) or Third Party Products that are stored with your account. Samsung may in its sole discretion, however, allow You to backup Your User Content stored with Samsung through the Use of the Services. You understand that Samsung may delete Your User Content after a reasonable backup period has lapsed ("Backup Grace Period"). Different Backup Grace Periods may apply depending on the specific Service and the efforts required to backup the particular User Content.

How You may Use the Services and

How Samsung may use Your content or how You may use Samsung's content

4. Provision of the Services and limitations of usage

4.1. The Services are provided to You by Samsung and Samsung's Subsidiaries.

4.2. Unless otherwise specified in these Terms and Conditions or any applicable Special Terms, You are permitted to, and You agree that You will, (1) use the Services for personal and non-commercial use and purposes only, (2) not reproduce, duplicate, copy, sell, trade or resell any of the Services or parts thereof, (3) not remove any proprietary notice language corresponding to the Services, and (4) make no modifications to any such Services.

4.3. You may not attempt to gain unauthorized access to any portion or feature of the Services, or any other systems or networks connected to the Services or to any Samsung server, or to any of the services offered on or through the Services, by hacking or any other illegitimate means.

4.4. When You Use the Services You will at all times observe these Terms and Conditions and any applicable law or regulation in the relevant jurisdictions including the jurisdiction where You are a resident or from where You are using the Services.

4.5. Samsung may at any time and in its sole discretion without prior warning or notice:

- a. change the Services or suspend and/or cease providing the Services or any part of the Services;
- b. disable or suspend Your Use of the Services including access to Your User account(s) and any files or other content contained in Your account(s) either temporarily or permanently;
- c. set a limit on the number of transmissions You 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 the Services to You; and
- d. pre-screen, review, flag, filter, modify, refuse, reject, block access to or remove any or all Content from the Services.

4.6. From time to time, Samsung may discover a Third Party Product accessible through the Services that violates the legal agreements developers enter into with Samsung or its Subsidiaries, laws, regulations or other policies. You agree that in such an instance Samsung retains the right to remotely remove any such Third Party Product from your device in its sole discretion.

4.7. You are not permitted to Use any of the Services (including any attempts to do so) other than through the interface made available to You by Samsung and You will not Use the Services (including any attempts to do so) through any automated tools (including software and/or hardware), functions, services or otherwise (including scripts or web crawlers).

4.8. You will comply with and follow all instructions made available to You by Samsung in connection with the Services and You will not engage in any activity that may cause interference with or disruption to the Services or any servers, networks or other equipment connected to the Services.

4.9. Some of the Services can be used or are particularly useful when used over mobile networks. You should be aware that Your network provider may charge You for access to its network, the duration of Your mobile phone's/ mobile device's connection to the network and the data volume used to use the Services or Third Party Products. You are entirely responsible to check with Your network provider whether any such costs may apply before using the Services or Third Party Products in this respect.

5. Advertisements

5.1. You agree that Samsung, as part of the Services, places or displays to You advertisements, promotion materials or other content and materials or products for promotional purposes.

5.2. In any event, Samsung will only send You marketing emails or newsletters and will only try to contact You directly by phone for marketing purposes where you have explicitly opted to receive such information and communication, for example, when You registered for the Services.

6. Software and software updates and updates to the Services

Services originating from Samsung may communicate with Samsung servers from time to time to check for available updates, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Software Updates"). By using or installing these Services and/or Third Party Products, You agree to such automatically requested and installed Software Updates. Such Software Updates may be in various forms and are generally provided for the purposes of improving the performance, security and reliability of the Services or the applicable Third Party Product or the device used to access the Services..

7. Content provided in the Services and content rights

7.1. All content that is made available in the Services or accessible as part of or by the use of the Services (including audio and sound files, data files, images, music, photographs, software, videos and written text) ("Content") is entirely the responsibility of the originator of such Content. The Content may include, without limitation, advertisements, promotional material, sponsored elements or other material.

7.2. The Content may be protected by proprietary or intellectual property rights of third parties (such as partners, advertisers and sponsors or their agents who provide such Content to Samsung). You are not

permitted to modify, rent, lease, loan, sell, distribute or create derivative works based on any Content (either in whole or in part) or to grant licenses in the Content.

7.3. You understand that by using the Services You are exposed to the risk that You may find some Content offensive, indecent or objectionable and that any Use of the Services as regards such exposure is entirely at Your own risk.

8. User Content and User Content License

8.1. By uploading, transmitting, creating, posting, displaying or otherwise providing any information, materials, documents, media files or other content on or through the Services ("User Content") You hereby grant Samsung and Samsung's Subsidiaries an irrevocable, unlimited, worldwide, royalty-free, and non-exclusive license to copy, reproduce, adapt, modify, edit, distribute, translate, digitize, publish, publicly perform and publicly display the User Content ("User Content License") to the full extent necessary to provide the Services.

8.2. The User Content License shall include a right for Samsung and Samsung's Subsidiaries to (a) perform all technical steps necessary to process and prepare the User Content for use in the Services, including any modification and/or adaption required to provide the Services to Users and/or to transmit or distribute the User Content over public networks and in media and (b) make available and sublicense the User Content to third parties for the use of the User Content in connection with the provision of the respective Services by these third parties.

8.3. Samsung does not claim ownership of the User Content and You will retain any copyright and any other rights to any User Content provided by You on or through the Services.

8.4. Any protection and enforcement of any intellectual property rights which exist or pertain to the User Content are entirely Your responsibility and Samsung is not obliged to protect and enforce the User Content on Your behalf.

8.5. You are entirely responsible to backup Your User Content stored with Samsung or through the Services to another location outside the Services (e.g. by means of creating local copies or backups with specialized online backup services) to avoid loss of Your User Content and other data.

8.6. If you send or post certain specific submissions at our request (e.g., via message boards or in connection with contests) or if you send us creative suggestions, ideas, notes, photographs, drawings, concepts, or any other information (each, a "Submission" and collectively, the "Submissions") despite our request that you not send us any unsolicited Submissions or other creative materials, the Submission will be treated as non-confidential and non-proprietary in each instance. "Submissions" are separate and apart from User Content. None of the Submissions shall be subject to any obligation of confidence on the part of Samsung, and Samsung shall not be liable for any use or disclosure of any Submissions. Any Submission may be used by Samsung without restriction for any purpose whatsoever, including, without limitation, reproduction, disclosure, transmission, publication, broadcast or posting, and You hereby irrevocably waive, release and give up any claim that any use of such Submission violates any of Your rights, including, without limitation, copyrights, trademarks, moral rights, privacy rights, proprietary or other property rights, publicity rights, or right to credit for the material or ideas. Samsung shall have and is irrevocably granted the right, but not the obligation, to reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, incorporate, create derivative works from, distribute and otherwise use the Submission in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, without according You any compensation or credit. By submitting a Submission to any Samsung Service or Samsung, you represent that such Submission is original with you and does not violate or infringe upon the rights of any third parties, including, without limitation, any intellectual property rights and rights of publicity and/or privacy. Submissions will not be acknowledged or returned. You agree and understand that Samsung is not obligated to use any Submission you make to any Samsung Service or Samsung and you have no right to compel such use. You hereby acknowledge and agree that Your relationship with Samsung is not a confidential, fiduciary,

or other special relationship, and that your decision to submit any material to Samsung does not place Samsung in a position that is any different from the position held by members of the general public with regard to your Submission. You understand and acknowledge that Samsung has wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by Samsung's own employees. Many ideas or stories may be competitive with, similar or identical to your Submission in theme, idea, plot, format or other respects. You acknowledge and agree that You will not be entitled to any compensation as a result of Samsung's use of any such similar or identical material. Finally, you acknowledge that, with respect to any claim you may have relating to or arising out of a Samsung's actual or alleged exploitation or use of any material You submit to any Samsung Service and/or Samsung, the damage, if any, thereby caused will not be irreparable or otherwise sufficient to entitle you to injunctive or other equitable relief or to in any way enjoin the production, distribution, exhibition or other exploitation of any production based on or allegedly based on the material, and Your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law. Solely to avoid undue repetition, references to "Samsung" in this subparagraph shall be deemed to include Samsung Subsidiaries.

9. Samsung Services License

9.1. As between You and Samsung, Samsung owns all right, title and interest in and to the Services, including without limitation all applicable intellectual property rights or other proprietary rights in such Services, regardless of whether registered/legally secured or not.

9.2. Except for the rights granted to You in these Terms and Conditions and any Special Terms, Samsung retains all rights in or pertaining to the Services.

9.3. You are not permitted to (a) grant any other User or third party a license to Use the Services or otherwise to access Your account or the Services, (b) Use the Services to provide services to other Users or any other third parties or (c) otherwise assign, grant a sublicense in, or grant a security interest in or over the Samsung License or any rights under it, loan or lease the Services and/or the Samsung License, or otherwise transfer the Samsung License or any rights under it to any third party.

9.4. You are not permitted to copy, edit, modify, alter or 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 expressly permitted by Samsung in writing, or to the extent permitted under the laws applicable to You, and You will not permit or grant a license to any third party to do so.

10. Trademarks

10.1. You are not entitled to use any of Samsung's (including Samsung's Subsidiaries) trade names, trademarks, service marks, logos, domain names, or other distinctive brand features ("Samsung's Brands") without Samsung's prior written consent. To the extent that You are entitled to use Samsung's Brands under a separate written agreement with Samsung, such use is only permitted in accordance with such separate agreement.

10.2. You are not permitted to remove, obscure, conceal, modify or otherwise alter any proprietary rights notices, signs, trademarks, service marks, trade names, logos or other marks of Samsung, Samsung's Subsidiaries or any third party (including copyright and trade mark notices) which pertain to, are affixed to or which are contained within the Services and You agree not to use any such signs, trademarks, service marks, trade names, logos or other marks of Samsung, Samsung's Subsidiaries or any third party in a way that is intended to, likely to or foreseeable to mislead others or cause confusion about the owner, license holder or authorized User, as the case may be, of such marks, names or logos.

What You should know about your Registration Data and Account Data

11. Registration and Account Data

11.1. Certain Services or functionality offered on or through the Services may require You to register and open an account (including setting up a User ID and password ["Account Data"]). You agree to provide accurate, complete and up to date information when you register ("Registration Data"). You agree that

Samsung may store and use the registration data you provide for use in maintaining and billing fees to your account. You are entirely responsible for maintaining the confidentiality of your Account Data, and for any and all activity that occurs under your account. You agree to notify Samsung immediately of any unauthorized use of your account or Account Data.

11.2. Samsung implemented an integrated registration solution through a single sign on process ("SingleSignOn"). SingleSignOn means that once You open a user account with Samsung You automatically register for all Services which, amongst others, eliminates the need to maintain separate User accounts and User ID's for each individual Service. SingleSignOn also allows You to sign in and sign off from all Services and through all devices at once.

11.3. You will keep your Account Data safe and secure at all times and prevent unauthorised access to your Account Data and your account by third parties, in particular by avoiding obvious User IDs or passwords, by changing your password regularly and by ensuring that you do not disclose your password(s) or grant any other User or third party access to your Account Data or your account.

11.4. Samsung may regard any instructions to be from You if they are received from or issued by a User or third party using or providing your Account Data.

11.5. You agree not to use any Account Data or account of any other User or person than Yourself without permission of the User or person holding the respective account.

11.6. You will notify Samsung immediately by email to <http://help.content.samsung.com> upon becoming aware of any unauthorized use of any of Your Registration Data or Account Data or any other breach of security.

11.7. You can access and change Your Registration Data or Account Data at any time by either accessing the respective Samsung account application on your device or by visiting [<http://account.samsung.com/membership>].

12. Payments

12.1. Samsung may make available to you various payment processing methods to facilitate the purchase of Third Party Products through the Services. You agree to abide by any relevant Terms of Service or other legal agreement, whether with Samsung or a third party, that governs your use of a given payment processing method. You agree that Samsung reserves the right to add or remove payment processing methods at its sole discretion and without notice to you.

12.2. When making purchases, content credits are used first, followed by gift certificate, and then your credit card or other payment processing account is charged for any remaining balance. Your total price will include the price of the Third Party Product plus any applicable sales tax. All sales are final.

12.3. You agree that you will pay for all Third Party Products you purchase through the Services, and that Samsung may charge your credit card or other payment processing account for any purchases through your account. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING SAMSUNG WITH A VALID CREDIT CARD OR OTHER PAYMENT PROCESSING ACCOUNT DETAILS FOR PAYMENT OF ALL FEES.** All fees will be billed to the credit card or payment processing account you designate during the registration process. If you want to designate a different payment processing account or if there is a change in your credit card other payment processing account status, you must change your information online, which may temporarily disrupt your access to the Services while Samsung verifies your new payment information.

12.4. Prices for Third Party Products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

12.5. If a Third Party Product becomes unavailable following a transaction but prior to download, Your sole and exclusive remedy is a refund. If technical problems prevent or unreasonably delay delivery of your Third Party Product, your sole and exclusive remedy is either replacement or refund of the price paid, as determined by Samsung.

13. Privacy and protection of personal data

13.1. See our [<http://account.samsung.com/membership/pp>] to learn more about how Samsung protects and handles Your personal data and information when You use the Services.

How You and Samsung are liable under these Terms and Conditions

14. YOUR WARRANTIES AND REPRESENTATIONS

14.1. 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 SAMSUNG AND SAMSUNG'S SUBSIDIARIES). IN PARTICULAR, YOU WARRANT AND REPRESENT TO SAMSUNG THAT:

A. YOU ARE THE OWNER OF ALL RIGHTS PERTAINING TO THE USER CONTENT OR OTHERWISE AUTHORIZED TO GRANT SAMSUNG THE USER CONTENT LICENSE;

B. THE USER CONTENT WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER THIRD PARTY RIGHTS;

C. THE USER CONTENT WILL NOT CONTAIN ANY MATERIAL WHICH IS HARMFUL, INACCURATE, PORNOGRAPHIC, ABUSIVE, OBSCENE, THREATENING, DEFAMATORY, OR WHICH IS OTHERWISE ILLEGAL OR WHICH DOES NOT COMPLY WITH APPLICABLE LAW OR SAMSUNG'S CONTENT GUIDELINES;

D. THE USER CONTENT WILL NOT CONTAIN ANY VIRUSES OR OTHER HARMFUL SOFTWARE, CODE OR SIMILAR MEANS AND DEVICES WHICH COULD DAMAGE, HARM, DISABLE OR OTHERWISE IMPACT OR LIMIT THE FUNCTION AND PERFORMANCE OF THE SERVICES AND/OR ANY DEVICE ACCESSING SUCH USER CONTENT. REGARDLESS OF WHETHER THIS DEVICE BELONGS TO SAMSUNG OR ANY OTHER USER OR THIRD PARTY INCLUDING SERVER, NETWORKS NODES OR ANY SIMILAR EQUIPMENT;

E. 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 THE LAWS OF ANY COUNTRY, INCLUDING THE COUNTRY IN WHICH YOU ARE A RESIDENT OR FROM WHICH YOU ARE USING THE SERVICES; AND

F. THE USE OF THE USER CONTENT BY SAMSUNG OR SAMSUNG'S SUBSIDIARIES WILL NOT IMPOSE ANY OBLIGATION UPON SAMSUNG OR SAMSUNG'S SUBSIDIARIES TO PAY ANY KIND OF MONETARY CONTRIBUTION (INCLUDING LICENSE FEES, DUES OR OTHERWISE) TO ANY THIRD PARTY (IN PARTICULAR COLLECTING SOCIETIES).

14.2. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SAMSUNG AND THE SAMSUNG SUBSIDIARIES FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE INCURRED BY SAMSUNG AND THE SAMSUNG SUBSIDIARIES AS A RESULT OF ANY BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS UNDER THESE TERMS AND CONDITIONS.

15. SAMSUNG'S WARRANTIES AND REPRESENTATIONS

15.1. UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, SAMSUNG, THE SAMSUNG SUBSIDIARIES, AND ITS SUPPLIERS, PARTNERS AND/OR LICENSORS EXCLUDE ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESSLY OR IMPLIED. IN PARTICULAR BUT WITHOUT LIMITATION, SAMSUNG, THE SAMSUNG SUBSIDIARIES, AND ITS SUPPLIERS, PARTNERS AND/OR LICENSORS DO NOT WARRANT OR REPRESENT THAT:

A. THE SERVICES ARE FIT FOR ANY PURPOSE OR MEET YOUR REQUIREMENTS OR ARE PROVIDED TO YOU WITHOUT ANY ERRORS OR DEFICIENCIES OR THAT THEY ARE IN COMPLIANCE WITH ANY QUALITY LEVELS, AS THE CASE MAY BE;

B. THE SERVICES ARE AVAILABLE TO YOU AT ANY TIME AND PROVIDED TO YOU WITHOUT DISRUPTION, INTERRUPTION OR DELAY;

C. THE SERVICES DO NOT INFRINGE ANY COPYRIGHT OR VIOLATE ANY LAWS WHETHER IN THE COUNTRY WHERE YOU ARE A RESIDENT OR ELSEWHERE IN THE WORLD;

D. ANY INFORMATION (WHETHER ORAL OR WRITTEN) OBTAINED BY YOU FROM SAMSUNG OR AS A RESULT OF YOUR USE OF THE SERVICES (INCLUDING ANY MATERIALS OR PRODUCTS) WILL BE SUITABLE, ACCURATE, COMPLETE, OR RELIABLE; AND

E. THAT ANY DEFICIENCIES IN THE SERVICES, INCLUDING ANY DEFECTS IN PERFORMANCE, OPERATION OR FUNCTIONALITY OF THE SERVICES OR ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE FIXED, CORRECTED OR OTHERWISE REMEDIED.

15.2. ANY DOCUMENTS OR MATERIAL (INCLUDING ANY SOFTWARE AND FIRMWARE UPDATES) DOWNLOADED, INSTALLED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES ARE PROVIDED BY SAMSUNG "AS IS" AND AT YOUR OWN RISK. SAMSUNG IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE PHONE OR MOBILE PHONE'S, SOFTWARE, COMPUTER SYSTEM OR OTHER DEVICE OR DEVICE'S SOFTWARE OR ANY LOSS OF DATA THAT IS CAUSED BY OR RESULTS FROM THE DOWNLOAD AND/OR USE OF ANY SUCH DOCUMENTS AND/OR MATERIAL.

16. YOUR LIABILITY

16.1. YOU ARE ENTIRELY RESPONSIBLE FOR ANY BREACH OF YOUR OBLIGATIONS UNDER

A. THESE TERMS AND CONDITIONS; AND

B. ANY APPLICABLE LAW OR REGULATION IN THE RELEVANT JURISDICTIONS, INCLUDING THE JURISDICTION WHERE YOU ARE A RESIDENT OR FROM WHERE YOU ARE USING THE SERVICES AND FOR THE CONSEQUENCES OF ANY SUCH BREACH, INCLUDING ANY LOSS OR DAMAGE WHICH SAMSUNG OR ANY THIRD PARTY MAY INCUR OR SUFFER. SAMSUNG WILL HAVE NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY IN RESPECT OF SUCH BREACH.

17. SAMSUNG'S LIABILITY

17.1. SUBJECT TO CLAUSE 17.3, SAMSUNG AND THE SAMSUNG SUBSIDIARIES ARE NOT LIABLE TO YOU, REGARDLESS OF THE LEGAL GROUNDS, IN PARTICULAR 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 OR CONSEQUENTIAL DAMAGES;

B. ANY LOSS OF INCOME, BUSINESS, ACTUAL OR ANTICIPATED PROFITS, OPPORTUNITY, GOODWILL OR REPUTATION (WHETHER DIRECT OR INDIRECT);

C. ANY DAMAGE TO AND/OR CORRUPTION OR LOSS OF DATA (WHETHER DIRECT OR INDIRECT);

D. ANY LOSS OR DAMAGE AS A RESULT OF:

I. ANY BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ANY OTHER AGREEMENT OR CONTRACTUAL RELATIONSHIP BETWEEN SAMSUNG AND YOU WHICH IS ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF SAMSUNG, THE SAMSUNG SUBSIDIARIES AND ITS SUPPLIERS, PARTNERS AND/OR LICENSORS;

II. ANY RELIANCE PLACED BY YOU ON THE SUITABILITY, ACCURACY, COMPLETENESS, RELIABILITY OR EXISTENCE OF ANY (A) SERVICES (INCLUDING ANY SOFTWARE, INFORMATION, DOCUMENTS, MATERIALS MADE AVAILABLE TO YOU AS PART OR IN COURSE OF THE USAGE OF THE SERVICES) OR (B) ADVERTISING OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING (INCLUDING ANY PROMOTIONAL MATERIAL) IS MADE AVAILABLE ON OR BY YOUR USE OF THE SERVICES;

III. ANY CHANGES, MODIFICATIONS, EXTENSIONS OR LIMITATIONS (INCLUDING ANY SUSPENSION OF YOUR USE OF THE SERVICES, ACCESS TO YOUR ACCOUNT AND ACCOUNT DATA OR YOUR REGISTRATION DATA) TO THE SERVICES, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY PART OF THEM); OR

IV. THE USE OF YOUR ACCOUNT DATA BY ANY OTHER PERSON THAN YOURSELF (REGARDLESS OF WHETHER WITH OR WITHOUT YOUR KNOWLEDGE). YOU ARE FULLY RESPONSIBLE AND LIABLE TO COMPENSATE SAMSUNG FOR ANY DAMAGE AND/OR LOSS INCURRED DUE TO THE USE OF YOUR ACCOUNT DATA BY SOMEONE ELSE.

17.2. IN THE EVENT THAT SAMSUNG OR THE SAMSUNG SUBSIDIARIES ARE LIABLE FOR A BREACH OF THESE TERMS AND CONDITIONS, SAMSUNG'S LIABILITY SHALL BE LIMITED TO ACTUAL DAMAGES WHICH

SAMSUNG MUST TYPICALLY EXPECT AT THE TIME OF THE CONCLUSION OF THIS AGREEMENT DUE TO THE CIRCUMSTANCES KNOWN AT THE TIME.

17.3. NOTHING IN THESE TERMS AND CONDITIONS SHALL EXCLUDE OR LIMIT SAMSUNG'S

A. LIABILITY FOR DEATH, PERSONAL INJURY OR FRAUD OR IN ACCORDANCE WITH ANY PRODUCT LIABILITY ACT; AND

B. WARRANTY OR LIABILITY FOR DAMAGES OR 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 AND WARRANTY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

18. Force Majeure

18.1. Samsung is not liable or responsible for any failure to perform, or delay in performance of any of Samsung's obligations under this Agreement that is caused by events outside Samsung's reasonable control ("Force Majeure Event"), in particular (without limitation) (a) unavailability of public or private telecommunication networks (b) acts, decrees, legislation, regulations or restrictions of any government or (c) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attacks or threats of terrorist attacks, war (whether declared or not) or any natural disaster.

18.2. Samsung's performance under this Agreement is deemed to be suspended for the period that Force Majeure Event continues, and Samsung will have an extension of time for performance for the duration of that period.

18.3. Samsung will use its reasonable efforts to bring the Force Majeure Event to a close or to find a solution by which Samsung's obligations under this Agreement may be performed despite the Force Majeure Event.

19. Links to third party sites and other content

19.1. The Services may contain hyper links to content resources and services of third parties, including other websites ("External Resources"). Samsung is not responsible for and has no control over the content (including advertisements, products and other materials) provided, made available and/or displayed to You under these External Resources and is not liable for any damage or loss incurred by You due to or as a result of the content (including any reliance by You on the availability, accuracy, applicability or completeness of the content) which is made available to You, provided to You or displayed to You under these External Resources.

19.2. You may from time to time and as a result of or through the Use of the Services purchase or avail Yourself of services, goods or software which is provided to You by a third party. Your use of such other services, goods or software may be subject to separate terms and conditions between You and the respective third party. This Agreement does not affect Your legal relationship with that third party and Samsung is not liable or responsible for any services, goods or software provided to You by any third party.

What else You should know and understand

20. Language of this Agreement

Samsung may provide You with a translation of the English version of these Terms and Conditions. This translation is provided for Your convenience only. In the event of any conflict between the English language version and the translation version of these Terms and Conditions and to the extent permissible by applicable law, the English language version takes precedence over any translation version.

21. Procedure for making claims and notices regarding infringement of intellectual property rights and other rights

21.1. Samsung may respond to notices of alleged copyright infringement or violation of other laws in accordance with applicable law and may terminate, suspend or block access (either temporary or permanently) to accounts of Users who repeatedly infringe copyright laws or violate other applicable law.

21.2. Any notices regarding any copyright infringement or violation of other laws by the Services, any content provided with or displayed in the Services or any User Content should be sent to [<http://help.content.samsung.com>].

22. Confidentiality

22.1. The Services may contain information which is confidential to Samsung including, without limitation, all information designated as confidential or recognisable as trade or business secrets or for other reasons recognisable or made available to You as confidential.

22.2. Unless stated otherwise in these Terms and Conditions You will (a) keep such information confidential for an unlimited period of time and not disclose such information without Samsung's prior written consent and (b) neither record or otherwise utilise such information unless required for the purposes of these Terms and Conditions.

22.3. Clause 22.1 shall not apply in the event that You are required to disclose information which is confidential to Samsung according to applicable law. In this case and to the extent permissible by applicable law, You will notify Samsung immediately of any disclosure of any information which is confidential to Samsung.

23. General provisions

23.1. Samsung will rely only on the written Terms and Conditions. Any representations, statements or agreements made or entered into elsewhere, whether directly or indirectly, written or oral or in advertising are not binding towards Samsung unless expressly confirmed in writing by Samsung to You.

23.2. Samsung may provide You with notices (including notices relating to changes to the Agreement or termination of the Services or parts thereof) by email, ordinary mail, or postings on or via the Services.

23.3. If Samsung does not exercise or enforce any legal right or remedy which is set out in these Terms and Conditions 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 such rights or remedies will remain available to Samsung.

23.4. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable (in whole or in part) as determined by a court of law having jurisdiction to decide on this matter, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23.5. Each of the Samsung's Subsidiaries is an intended third party beneficiary to these Terms and Conditions Agreement and shall be entitled to directly enforce and rely upon any provision of these Terms and Conditions which confers a benefit on (or rights in favour of) them. Subject to the foregoing, no other person shall be a third party beneficiary to these Terms and Conditions.

23.6. You are not permitted to transfer, assign or otherwise dispose of these Terms and Conditions which is personal to You, or any of Your rights or obligations arising under these Terms and Conditions without the prior written consent of Samsung.

23.7. This Agreement and Your relationship with Samsung under these Terms and Conditions shall be governed and construed in accordance with the laws of the jurisdiction where You are a resident, without regard to its conflict of law provisions. Subject to Samsung right to seek injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction, You unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the officers, directors and employees of Samsung and its Subsidiaries (all such individuals and entities collectively referred to herein as the "Samsung Entities") arising out of, relating to, or connected in any way with the Services or the determination of the scope or applicability of this agreement to arbitrate,

will be resolved exclusively by final and binding arbitration administered by JAMS or another mutually-acceptable alternative dispute resolution provider ("Arbitration Tribunal") and conducted before a sole arbitrator in accordance with the rules of the Arbitration Tribunal; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce in the United States, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitrator's decision shall be controlled by these Terms and Conditions and any of the other agreements referenced herein that the applicable User may have entered into in connection with the Services; (4) the arbitrator shall honor claims of privilege recognized at law; (5) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable Samsung Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (6) the arbitrator shall not have the power to award punitive damages against you or any Samsung Entity; (7) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Samsung Entity exceed \$125 USD, and You are unable (or not required under the rules of the Arbitration Tribunal) to pay any fees and deposits that exceed this amount, Samsung agrees to pay them and/or forward them on Your behalf, subject to ultimate allocation by the arbitrator. In addition, if You are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Samsung will pay as much of Your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (8) with the exception of subparts (5) and (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of the Arbitration Tribunal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (5) or subpart (6) is found to be invalid, unenforceable or illegal, then if Samsung so elects, the entirety of this arbitration provision shall be null and void, and neither You nor Samsung shall be entitled to arbitrate their dispute.

< Samsung Apps Terms and Conditions for Users >

1. Your use of our Services

1.1 Your use of the Samsung Apps website at www.samsungapps.com and any other application, software, services, websites, wap and other related services provided by us or any third party designated by us ("STORE") (collectively "Services" excluding any services provided to you by us, Samsung, under a separate written agreement) is subject to the terms set out below and any other terms applicable to you from time to time (collectively "Terms").

By using the Services, you can (1) download and access updates to certain applications already provided on your mobile phone as well as any related content, (2) download additional optional applications for your mobile phone, and (3) access content and other software applications (collectively "Applications"). "We" or "Samsung" means Samsung Electronics Co., Ltd, whose principal place of business is at 416, Maetan-3 dong, Yeongtong-gu, Suwon-City, Gyeonggi-do, 443-742, South Korea. You may contact us at the Help menu of the STORE[HJ1].

It is important that you take the time to read these Terms. These Terms and any of the documents referred to in the Terms form the legally binding agreement between us relating to the Services and your use of the STORE.

Most of the Applications within the STORE are produced by third parties but Samsung also supplies some of the Applications. In the former case, you will be contracting with the third party Application provider and it is the third party and not Samsung who has the contractual obligation to you.

Samsung reserves the right to charge for Applications. If we do this, we will give you reasonable advance notice and you will be required to register with us so that you can pay for the Applications. Failure to register will mean that you cannot receive Applications anymore.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms. If you do not accept the Terms, you will not be able to access the Services.

2.2 You may not use the Services and may not accept the Terms if (a) you are under 18 (but if you are between 13 and 18 and you have your parent's consent, you may use the Services) (b) you are a person barred from receiving the Services under the applicable laws of the country in which you are resident or from which you use the Services or (c) you are in a country to which we do not provide the Services.

2.3 If you are between the ages of 13 and 18 and you use the Services, we may ask you to confirm that you have had your parent's permission and that they have agreed to these Terms on your behalf - even if we do not do this, we shall assume that this is the case and will provide the Services on this basis.

3. Service Territory

3.1 The Service is available only in certain countries. If you are not in one of these countries, you may not use or attempt to use the Services. The STORE may use technologies to verify such compliance.

4. Receiving Applications using the STORE

4.1 To receive Applications from the STORE, you will need to agree to these Terms. We will only supply Applications if you are 18 years or older (or if you are 13 or over but younger than 18, then when you are under parental supervision and on the understanding that a parent has agreed to these Terms on your behalf).

4.2 Even though we do not charge for Applications, to receive Applications, you will need to follow our process. You can only receive Applications through this process.

4.3 On the STORE, we make available Applications either from third parties or Samsung developed Applications.

4.4 Third party Applications are licensed to you by the third party so your contract is with that third party. You will be told who this is when you choose to receive the Application.

4.5 Samsung Applications are licensed to you by Samsung.

5. License of Application

5.1 The contents, applications and other software applications made available through the Service are licensed, not sold, to you. Your license to each Application you obtain through the Service is subject to your acceptance of the Licensed Application End User License Agreement [HJ2] set forth below and you agree that the terms of this Licensed Application End User License Agreement will apply to each Application you license from the Services. The licensor reserves all rights not expressly granted to you.

5.2 You acknowledge that your license of each third party Application through the Services is a binding agreement between you and the third party Application provider only, and that third party Application provider is solely responsible for the Application, the content therein and warranties to the extent such warranties have not been disclaimed, and any claims you or any third party may have relating to that Application or your use of that Application. You acknowledge that Samsung is solely acting as agent for the third party Application provider in providing the Application to you; is not a party to such license, and is not responsible for the Application, the content therein, or any warranties or claims you or any third party may have relating to that Application or your use of that Application.

5.3 The Services license Applications to end user customers for non-commercial uses only. Applications may be downloaded any number of times and to a multiple number, but in any case no more than 10, of your devices that are registered to your STORE account (provided that no more than one copy is installed on a single device at any one time) while the Applications are available for distribution through the STORE. For clarity, Applications may be withdrawn by Samsung in case of

Applications provided by Samsung and/or third parties in case of Applications provided by third parties. Licences are non-transferable and non assignable. You warrant and represent that you will download the Application you purchase only to your devices. You also acknowledge that (i) Samsung may, in its sole discretion, set, reduce or change the number of your devices that you can download the Applications to; (ii) some Applications, particularly the Applications that you purchase inside or through an Application, paid or unpaid, do not allow downloading to multiple devices; and (iii) not all of your devices, regardless of being of the same platform or not, may qualify for multiple downloading.

5.4 You understand that the Services and Applications licensed through the Services, include a security framework using technology that protects digital information (“Security Framework”). Your usage of the Applications is limited to certain usage rules established by Samsung and its principals set out in these Terms. You acknowledge that your usage of the Applications is limited to such rules. You agree to use Applications in compliance with such rules.

6. System Requirements

6.1 Use of the Services requires a device which is compatible with the Services. Use of the Services require a device such as a computer with the Samsung Kies application installed, internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and internet access, your ability to use the Services may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The Services are not part of any other product or offering, and no purchase or rental (as applicable) or obtaining of any other product shall be construed to represent or guarantee you access to the Services.

7. Content Classification of Applications

7.1 Where applicable, we will try and provide a content classification for each Application we place on the STORE in accordance with applicable standard classification procedures in your jurisdiction. Where the Application is developed by a third party, we will rely on the classification provided by that third party.

8. Charges for data services

8.1 Your use of Services may entail transmission of data through services provided by mobile operators you use. Therefore, they may charge you for use of their services by way of mobile phone billing.

9. Proprietary rights

9.1 You acknowledge and agree that Samsung (or Samsung’s licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

9.2 Unless you have agreed otherwise in writing with Samsung, nothing in these Terms gives you a right to use any of Samsung’s trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Samsung, then you agree that your use of such features shall be in compliance with that agreement.

9.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.5 Unless you have been expressly authorized to do so in writing by Samsung, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

10. Software updates and availability of Services

10.1 The software which you use during the Services may automatically download and install updates from time to time from Samsung. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Samsung to deliver these to you) as part of your use of the Services.

10.2 Samsung reserves the right, in its sole discretion, to change, improve and correct the Services. The Services may not be available during maintenance breaks and other times. Samsung may also decide to discontinue the Services or any part thereof in its sole discretion. In such case, you will be provided with prior notification.

11. Liability

11.1 Nothing in these Terms excludes our liability (if any) to you for:

- (a) personal injury or death resulting from our negligence;
- (b) fraud; or
- (c) any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

We do not warrant or guarantee that the Services or Applications will be:

- (a) compatible with all or any hardware and software which you may use;
- (b) available all the time or at any specific time, uninterrupted, secure or error free;
- (c) suitable for your requirements or meet any specific level of performance or functionality; or
- (d) free from viruses, interference, hacking, corruption or other security intrusions.

We reserve the right to withdraw or modify the Services at any time.

As you are not paying for any Applications, we are not responsible to you for any direct or indirect losses which you may incur during use of the Services or Applications except as set out in the Licensed Applications End User License Agreement. Our liability to you shall not in any circumstances include any losses that you may incur, including but not limited to lost data, lost profits or business interruption. The limitations and exclusions of liability set out in this section shall not exclude or limit Samsung's liability for losses which may not be lawfully excluded or limited by law.

By using the Services, you agree to indemnify Samsung and other companies and corporations in the Samsung group against any costs, damage, claims, liabilities and expenses incurred as a result of your breach of these Terms and/or any other applicable terms.

The Applications, information, documents, software and other materials contained on the STORE website are provided "as is". We try and ensure that such materials are accurate and up to date, but we cannot be responsible for any errors, faults or inaccuracies.

You understand that by using the Services, you may encounter material that may be deemed offensive, indecent, or objectionable. You agree to use the Service at your sole risk and that Samsung shall have no liability to you for content that may be found to be offensive, indecent or objectionable. Application content classifications are provided for convenience only, and you acknowledge and agree that Samsung does not guarantee their accuracy.

To the fullest extent permitted by law, we expressly exclude all representations, conditions, warranties or other terms which apply to the Services and associated content/information including any implied warranties of satisfactory quality, merchantability, fitness for a particular or any purpose or non-infringement which might otherwise apply but for this clause.

If in a relevant jurisdiction, these limitations and exclusions are not permitted then our liability shall be limited and excluded to the fullest extent permitted by law.

Nothing in these Terms shall affect your statutory rights as a consumer.

12. Copyright and trade mark policies

12.1 It is Samsung's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law and to terminate the accounts of repeat infringers.

13. Advertisements

13.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions..

13.2 The manner, mode and extent of advertising by Samsung on the Services are subject to change without specific notice to you.

13.3 In consideration of Samsung granting you access to and use of the Services, you agree that Samsung may place such advertising on the Services.

14. Other content

14.1 The Services may include hyperlinks to other web sites or content or resources. Samsung may have no control over any web sites or resources which are provided by companies or persons other than Samsung.

14.2 You acknowledge and agree that Samsung is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

14.3 You acknowledge and agree that Samsung is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

15. Changes to the Terms

15.1 Samsung may make changes to the Terms from time to time. When these changes are made, Samsung will make a new copy of the Terms available at the STORE and any new additional terms will be made available to you from within, or through, the affected Services.

15.2 You understand and agree that if you use the Services after the date on which the Terms changed, Samsung will treat your use as acceptance of the updated Terms.

16. General legal terms

16.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

16.2 The Terms and the other documents referred to within the Terms constitute the whole legal agreement between you and Samsung and govern your use of the Services (but excluding any services which Samsung may provide to you under a separate written agreement), and completely replace any prior agreements between you and Samsung in relation to the Services.

16.3 You agree that Samsung may provide you with notices, including those regarding changes to the Terms by postings on the Services.

16.4 You agree that if Samsung does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Samsung has the benefit of under any applicable law), this will not be taken to be a formal waiver of Samsung's rights and that those rights or remedies will still be available to Samsung.

16.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

16.6 You acknowledge and agree that each Samsung affiliated company shall be third party beneficiaries to the Terms and shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms. For the purposes of this 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.

16.7 You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of our rights or obligations arising under it, at any time during its term.

16.8 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 attack or threat of terrorist 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 we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16.9 The Terms, and your relationship with Samsung under the Terms, shall be governed by the laws of the Republic of Korea without regard to its conflict of laws provisions. You and Samsung agree to submit to the non-exclusive jurisdiction of the competent courts in Seoul, the Republic of Korea to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Samsung shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Licensed Application End User License Agreement

1. APPLICATION

1.1 This end user Application licence ("Licence") allows you to use content and other Applications ("Applications") made available on Licensor's Application Store ("Store") subject to the terms of the Licence. This Licence is a legally binding agreement between you and the Licensor of the Application.

2. LICENCE

2.1 Licensor grants you for the term of this Licence a limited, personal, non-exclusive, non-transferable licence to:

2.1.1 use the Application in object code executable only form on a single device for non-commercial uses;

2.1.2 download the Application any number of times onto a single device (provided that no more than one copy is installed on the single device at any one time) while the Applications are available for distribution through the Store. For clarity, Applications may be withdrawn by Samsung in case of Applications provided by Samsung and/or third parties in case of Applications provided by third parties. This Licence will apply to such copies as it applies to the original copy of the Application installed by you.

2.2 All rights not expressly granted to you under this Licence are reserved to Licensor, and you agree not to take or permit any action with respect to the Application that is not expressly authorised under this Licence. For the avoidance of doubt, you have no right to use, incorporate into other products, copy, modify, translate or transfer to any third party the Application or any modification, adaptation or copy of the Application or any part thereof, nor to decompile, reverse engineer, or disassemble the binary code of the Application, either in whole or in part, except as expressly provided in this Licence.

2.3 The Application is licensed to you only. You may not rent, lease, sub-license, sell, assign, pledge, transfer or otherwise dispose of the Application, on a temporary or permanent basis without the prior written consent of Licensor.

3. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

3.1 Your only right to use the Application is by virtue of this Licence and you acknowledge that all intellectual property rights in or relating to the Application and all parts of the Application are and shall remain the exclusive property of Licensor or its licensors.

3.2 You agree that you will not remove or alter any copyright notices or similar proprietary devices, including without limitation any electronic watermarks or other identifiers, that may be incorporated in the Application or any copy of the Application.

4. CONFIDENTIALITY

4.1 The structure, organisation and source code of the Application are the valuable trade secrets and proprietary confidential information of Licensor and its licensors. You agree not to provide or disclose any such confidential information in the Application or derived from it to any third party.

4.2 The provisions of clause 4.1 will not apply to any information which is:

4.2.1 lawfully obtained free of any duty of confidentiality (otherwise than directly or indirectly from Licensor); or

4.2.2 already in your possession, provided that Licensee can show such possession from written records (other than as a result of a breach of this clause 4); or

4.2.3 which you can demonstrate is in the public domain (other than as a result of a breach of this clause 4).

4.3 To the extent that any information is necessarily disclosed pursuant to a statutory or regulatory obligation or court order, such disclosure shall not be a breach of this clause 4 provided you do what you can to prevent any such disclosure.

5. WARRANTY AND SUPPORT

5.1 The Application is provided "as is" with no representation, guarantee or warranty of any kind as to its functionality or that it does not and will not infringe any third party rights (including intellectual property rights). Licensor has no obligation under this Licence to provide technical or other support to you.

6. LIMITATION AND EXCLUSION OF LIABILITY

6.1 Licensor does not exclude its liability (if any) to you:

6.1.1 for personal injury or death resulting from Licensor's negligence;

6.1.2 for fraud; or

6.1.3 for any matter for which it would be illegal for Licensor to exclude or to attempt to exclude its liability.

6.2 Licensor makes no express warranties with respect to the Application and Licensor hereby excludes (to the fullest extent permissible in law), all conditions, warranties (including without limitation any warranty that the Application will meet your requirements or that its operation will be uninterrupted or error free) and stipulations, express (other than those set out in this Licence) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of you. Except as set out in this Licence you assume the entire risk as to the quality and performance of the Application.

6.3 Subject to clause 6.1 Licensor will be under no liability to you whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of data, loss of savings, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

6.3.1 the Application, or the manufacture or sale or supply, or failure or delay in supply, of the Application by Licensor or on the part of Licensor's employees, agents or sub-contractors;

6.3.2 any breach by Licensor of any of the express or implied terms of this Licence;

6.3.3 any use made of the Application; or

6.3.4 any statement made or not made, or advice given or not given, by or on behalf of Licensor.

6.4 Subject to clause 6.1 and without prejudice to clauses 6.2 and 6.3, Licensor's aggregate liability under this Licence (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct or consequential loss (all three of which terms include without limitation of profits, loss of business, depletion of goodwill and like loss) howsoever caused (other than for death or personal injury caused by Licensor's negligence) will be limited to USD 50.

6.5 You acknowledge that the above provisions of this clause 6 are reasonable given the charges made (if any) for the Application and you will accept such risk and/or insure accordingly.

6.6 Any rights that you may have as a consumer are not affected by this clause 6.

7. TERM AND TERMINATION

7.1 This Licence shall commence upon the earlier of your acceptance of this Licence or your installation of the Application and shall continue until terminated in accordance with clause 7.2 or otherwise in accordance with this Licence.

7.2 This Licence will terminate automatically if you fail to comply with any term or condition of this Licence or if you uninstall/destroy or voluntarily return the Application to Licensor.

7.3 Upon termination of this Licence for any reason whatsoever you must uninstall the Application and destroy, and upon request of Licensor certify the destruction of, all copies of the Application including all components of it in your possession.

7.4 The termination of this Licence howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. Clauses 2.2, 2.3, 3, 4, 5, 6, 7.3, 8, 9 and 10 of this Licence will continue to be enforceable notwithstanding termination.

8. GOVERNING LAW AND JURISDICTION

8.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Licence or of any term of this Licence will be governed by the law of the Republic of Korea.

8.2 The courts in Seoul, the Republic of Korea will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Licence. The parties irrevocably agree to submit to that jurisdiction.

9. COMPLIANCE WITH APPLICABLE LAW

9.1 You acknowledge and agree that notwithstanding the fact that this Licence is governed by the laws of the Republic of Korea, you may be subject to additional laws in other jurisdictions with respect to your use of the Application. You will comply with the laws of any jurisdiction that apply to the Application, including without limitation any applicable export laws or regulations.

10. GENERAL

10.1 If any clause or part of this Licence is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Licence and will be ineffective without, as far as is possible, modifying any other clause or part of this Licence and this will not affect any other provisions of this Licence which will remain in full force and effect.

10.2 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

10.3 The exclusions and limitations of liability shall also be deemed to benefit Samsung Electronics who may rely on these terms as a third party beneficiary.

10.4 This Licence contains all the terms which the parties have agreed in relation to the subject matter of this Licence and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.

10.5 Licensor reserves the right to revise the terms of this Licence by updating the Licence on its web site. You are advised to check this Licence periodically for notices concerning revisions. Your continued use of the Application shall be deemed to constitute acceptance of any revised terms.

10.6 You will be deemed to have accepted the terms of this Licence by installing the Application onto any device.

"SUPPLEMENTARY FAMILY STORY TERMS OF SERVICE"

PLEASE READ THESE TERMS OF SERVICE FOR THE FAMILY STORY SERVICES CAREFULLY BEFORE USING THE FAMILY STORY SERVICES. These supplementary terms of service for the Family Story services (the "Family Story TOS") govern and regulate the legal relationship between Samsung Electronics Co., Ltd. and its subsidiaries (collectively "Samsung" or "we") and you as user of the Family Story services. The Family Story TOS supplements the general terms of service that you may have already agreed to as a Samsung TV user or as a Samsung Account holder. For those of you who have not agreed to either aforementioned set of general terms of service, please read the Samsung Account Terms and Conditions. Even though the most critical and important service terms are covered here in the Family Story TOS, you acknowledge and agree that the general and more detailed service terms from the Samsung Account Terms and Conditions that are applicable to the Family Story services, particularly the limitation of liabilities provisions, are incorporated by reference into this Family Story TOS. In case of any inconsistency or conflict between the Family Story TOS and any other Samsung terms and conditions, including Samsung Account Terms and Conditions, the Family Story TOS shall prevail in relation to the Family Story services.

1. Acceptance of the Family Story TOS

1.1 BY USING THE FAMILY STORY SERVICES, YOU AGREE TO BE BOUND BY THIS FAMILY STORY TOS. IF YOU DO NOT AGREE TO THE FAMILY STORY TOS, PLEASE DO NOT USE THE FAMILY STORY SERVICES.

1.2 Also, if you are not of legal age or legal capacity to form a binding contract with Samsung, or if you are barred from using the Family Story services in the country in which you reside or are attempting to use the Family Story services, you may not use the Family Story services.

2. Provision of the Family Story Services by Samsung

2.1 Samsung grants you a non-exclusive, non-transferable, limited right and license to access and use the Family Story services for your personal use only, provided that you comply fully with these Family Story TOS. You shall not interfere or attempt to interfere with the operation or use of Family Story services by others in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means. Samsung reserves the right, in its sole discretion, to change, modify, update, add, discontinue, remove, revise, delete or otherwise change any portions of the Family Story TOS or the Family Story services, at any time, with or without prior notice to you. In particular, Samsung may change the amount of storage space as well as access policies that apply to such storage space. Your continued use of the Family Story services shall be deemed to be your acceptance of any such changes.

2.2 You acknowledge and agree that your access to the Family Story services may be disabled or disrupted in certain situations, temporarily or not. Therefore, you should always store and save your important files and account details elsewhere as well. If there is any breach of the Family Story TOS on your part, Samsung reserves the right to delete your files and information from the storage space.

2.3 You acknowledge and agree that the Family Story services may be provided by Samsung's affiliates or subcontractors on behalf of Samsung.

2.4 You acknowledge and agree that your use of the Family Story services requires your device's access or connection via mobile network or Internet. You are entirely responsible for any costs that you may incur for such access or connection via mobile network or Internet in connection with your use of the Family Story services.

3. Your Use of the Family Story Services

3.1 You acknowledge and agree that all information and data that you may have access to through the Family Story services are the sole responsibility of the person from which such information or data originated. You are solely responsible for your interactions with other users of the Family Story services. We reserve the right, but have no obligation, to monitor disputes between you and other users.

3.2 Unless you have express right to use the information or data that originates from others, you may not modify, sell, distribute, create derivative works or otherwise use or take advantage of such information or data.

3.3 You understand that by using the Family Story services, you may be exposed to content that is offensive or objectionable to you.

3.4 For certain Family Story services, you may be required to provide information about yourself or to be a registered Samsung Account user. You agree that the information you provide to Samsung is accurate, correct and up-to-date.

3.5 You may not use the Family Story services for any purpose that is unlawful or prohibited by the Family Story TOS. You are specifically prohibited from using the Family Story services in connection with any activity that (i) is in violation of any third party's rights, including intellectual property rights; (ii) is pornographic, abusive, threatening, defamatory, or otherwise illegal, or fails to conform with Samsung's content guidelines; or (iii) contains viruses or other harmful software, code or other means that impact or limit the Family Story services or the devices running the services.

3.6 Samsung may respond to notices of alleged copyright infringement by reviewing your content and complying with applicable intellectual property laws and regulations. For a serious or repeated violation of third party intellectual property rights, Samsung reserves the right, in its sole discretion, to terminate your right to use the Family Story services.

3.7 Samsung's software that you utilize for the Family Story services may automatically download and install updates from time to time. You agree to such downloading and installation of updates as part of your use of the Family Story services.

4. Protection of Privacy and Content

4.1 Samsung is committed to the protection of your personal data, including the content you upload to the Family Story services. For information about Samsung's privacy policy for the Family Story services, please read the Samsung Account Privacy Policy.

4.2 You agree that you will comply with the Family Story Privacy Policy.

4.3 You agree that you are solely responsible for maintaining the confidentiality of your passwords or other access keys associated with your use of the Family Story services. In case of any unauthorized access or use of your account or your data, you shall notify Samsung immediately.

<SUPPLEMENTARY SAMSUNG MUSIC/MUSIC HUB TERMS OF SERVICE>

PLEASE READ THESE TERMS OF SERVICE FOR THE SAMSUNG MUSIC/MUSIC HUB SERVICES CAREFULLY BEFORE USING THE SAMSUNG MUSIC/MUSIC HUB SERVICES. The Samsung Music/Music Hub Services offer a platform for downloading and listening of music contents ("Contents") onto and with your mobile telephone or other communications device, as authorized by Samsung (each, an "Authorized Device"). These supplementary terms of service for the Samsung Music/Music Hub services (the "Samsung Music/Music Hub TOS") govern and regulate the legal relationship between Samsung Electronics Co., Ltd. and its subsidiaries, including but not limited to Samsung Information Systems America, Inc. and mSpot Inc., (collectively "Samsung" or "we") and you as user of the Samsung Music/Music Hub services. The Samsung Music/Music Hub TOS supplements the Samsung Service Terms and Conditions ("Service Terms and Conditions") that you have already agreed to (or concurrently agree to along with this Samsung Music/Music Hub TOS) when opening a single sign on user account with Samsung (the "Samsung Account"). For those of you who do not have a Samsung Account yet, please read the Service Terms and Conditions that are provided through this link <http://account.samsung.com/membership/terms> or shown along with this Samsung Music/Music Hub TOS and open a new Samsung Account before using the Samsung Music/Music Hub services. Even though the most critical and important service terms are covered here in the Samsung Music/Music Hub TOS, you acknowledge and agree that the general and more detailed service terms from the Service Terms and Conditions that are applicable to the Samsung Music/Music Hub services are incorporated by reference into this Samsung Music/Music Hub TOS. In case of any inconsistency or conflict between the Samsung Music/Music Hub TOS and the Service Terms and Conditions, the Samsung Music/Music Hub TOS shall prevail in relation to the Samsung Music/Music Hub services.

1. Acceptance of the Samsung Music/Music Hub TOS

1.1 BY USING THE SAMSUNG MUSIC/MUSIC HUB SERVICES, YOU AGREE TO BE BOUND BY THIS SAMSUNG MUSIC/MUSIC HUB TOS. IF YOU DO NOT AGREE TO THE SAMSUNG MUSIC/MUSIC HUB TOS, PLEASE DO NOT USE THE SAMSUNG MUSIC/MUSIC HUB SERVICES.

1.2 THE SAMSUNG MUSIC/MUSIC HUB SERVICES ARE NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THE SERVICE, OR PROVIDE SAMSUNG WITH ANY PERSONALLY IDENTIFIABLE INFORMATION. If you are 13 or older but under the

age of 18, you represent that you have reviewed these terms and conditions with your parent or legal guardian to make sure that you and your parent or guardian understand these terms and conditions. If you are a parent or guardian permitting a person under the age of majority in his or her resident country (a "minor") to use the Samsung Music/Music Hub services, you agree to: (i) exercise supervision over the minor's use of the Samsung Music/Music Hub services; (ii) assume all risks associated with the minor's use of Contents or other content received through the Samsung Music/Music Hub services including the transmission of materials, content or other information to and from third parties via the Internet; (iii) assume liabilities resulting from the minor's use of the Samsung Music/Music Hub services, including payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the minor.

2. Provision of the Samsung Music/Music Hub Services by Samsung

2.1 Samsung grants you a non-exclusive, non-transferable, limited right and license to access and use the Samsung Music/Music Hub services for your personal use only, provided that you comply fully with these Samsung Music/Music Hub TOS. You shall not interfere or attempt to interfere with the operation or use of Samsung Music/Music Hub services by others in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means. Samsung reserves the right, in its sole discretion, to change, modify, update, add, discontinue, remove, revise, delete or otherwise change any portions of the Samsung Music/Music Hub TOS at any time, with or without prior notice to you. Your continued use of the Samsung Music/Music Hub services shall be deemed to be your acceptance of any such changes.

2.2 If you fail, or Samsung suspects that you have failed, to comply with any of the provisions of these Samsung Music/Music Hub TOS, then without limiting Samsung's other rights and remedies, all of which are expressly reserved, Samsung, in its sole discretion, without notice to you may: (i) terminate your use of the Samsung Music/Music Hub services, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate the licenses granted hereunder; and/or (iii) preclude access to the Samsung Music/Music Hub services and/or the Contents, in whole or in part.

2.3 You acknowledge and agree that the Samsung Music/Music Hub services may be provided by Samsung's affiliates or subcontractors on behalf of Samsung. You agree that any third party that provides Samsung with Contents for distribution via the Samsung Music/Music Hub services is hereby deemed an intended third party beneficiary of these Samsung Music/Music Hub TOS and shall have the right to enforce any and all obligations of users of the Samsung Music/Music Hub services under these Samsung Music/Music Hub TOS to the same extent as if such third party Contents provider were a party to these Samsung Music/Music Hub TOS and in every respect, at law or in equity.

2.4 Use of the Samsung Music/Music Hub services requires one or more compatible Authorized Devices, access or connection via mobile network or Internet (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Samsung Music/Music Hub services involves hardware, software, and Internet access, your ability to use the Samsung Music/Music Hub services may be affected by the performance of these factors. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

3. Your Use of the Samsung Music/Music Hub Services

3.1 In order to use the Samsung Music/Music Hub services you are required to already have or newly open a Samsung Account. In addition to the registration data provided about yourself when opening the Samsung Account ("Registration Data") you may be required to provide additional information about yourself before you can continue to use the Samsung Music/Music Hub services ("Additional Data"). Such Additional Data may include but shall not be limited to payment information, your identity card number or other age verification information etc. You agree to provide accurate, current, and complete Additional Data and to update your Additional Data as required in order to keep it accurate, current and complete. You agree that Samsung may store and use the Registration Data and the Additional Data you provide (including, without limitation, credit card, wireless carrier account, PayPal or other payment processor account information) for use in maintaining your account and billing fees to you.

3.2 The Samsung Music/Music Hub services will include music store services as well as music streaming services. Some services are only available with internet connection, while some are available off-line. Some features of the services enable you to upload your music collection to the cloud server and allow you to access your music collection from multiple Authorized Devices. For detailed descriptions of Samsung Music/Music Hub services, please see the Samsung Music/Music Hub homepage. Notwithstanding the foregoing, Samsung reserves the right, in its sole discretion, to change, modify, update, add, discontinue, remove or otherwise change any portions of the Samsung Music/Music Hub services at any time, with or without prior notice to you. Not all the services will be available in all countries or on all devices.

3.3 The Contents and Samsung Music/Music Hub services are provided by Samsung pursuant to agreements between Samsung and Contents providers (or their agents or licensees) under which the Contents providers license certain specific rights related to the Contents. Samsung in operation of the Samsung Music/Music Hub services acts as agent of Contents providers (as of July, 2012, 7Digital is the main Contents provider). These agreements may require Samsung to black-out and restrict the availability of and your access to certain Contents or services for periods of time determined by Samsung and the Contents providers. You acknowledge that any purchase or downloads of any Contents owned or controlled by Sony Music Entertainment are sold or supplied directly by Sony Music Entertainment Downloads LLC (along with Sony Music Entertainment, "SME") via Samsung as SME's sales agent. Furthermore, you agree that such purchase of Contents from SME by you shall be governed by the laws of the State of New York.

3.4. The ability to download or stream Contents from the Samsung Music/Music Hub services may be available to you only in your resident country and not available in any other location. If subject to such territorial restrictions, either imposed by Samsung or Contents provider, you agree not to access or use or attempt to access or use the Samsung Music/Music Hub services from outside of your country. Samsung may use technologies to verify such compliance.

3.5 You understand that by using the Samsung Music/Music Hub services, you may encounter content that may be deemed offensive, indecent, explicit or objectionable. You agree to use the Samsung Music/Music Hub services at your sole risk and that Samsung shall have no liability to you for content that may be found to be offensive, indecent, explicit or objectionable. Content types (e.g., genres, sub-genres, categories and sub-categories) and descriptions, if provided, are provided for convenience purposes only, and you acknowledge and agree that Samsung does not guarantee their accuracy.

3.6 Samsung reserves the right to gather data on Samsung Music/Music Hub services usage including license key numbers, and other information deemed relevant, to ensure that the Samsung Music/Music Hub services is being used in accordance with these Samsung Music/Music Hub TOS. Any unauthorized use shall be considered by Samsung to be a violation of these Samsung Music/Music Hub TOS. Samsung reserves the right to remedy violations immediately upon discovery, by charging the then current list price of unauthorized keys or access to the Samsung Music/Music Hub services to the credit card or wireless carrier account used to make the original, authorized purchase, or by any other means necessary. You agree not to block, electronically or otherwise, the transmission of data required for compliance with the Samsung Music/Music Hub TOS. Any blocking of data required for compliance under the Samsung Music/Music Hub TOS is considered to be violation of the Samsung Music/Music Hub TOS and may result in immediate termination of your right to use the Samsung Music/Music Hub services.

3.7 You may not use the Samsung Music/Music Hub services for any purpose that is unlawful or prohibited by the Samsung Music/Music Hub TOS. You are specifically prohibited from using the Samsung Music/Music Hub services in connection with any activity that is in violation of any third party's rights, including intellectual property rights. Samsung may respond to notices of alleged copyright infringement by complying with applicable intellectual property laws and regulations. In particular, you may not circumvent any technology used by Samsung its licensors, or any third party to protect Contents accessible through Samsung Music/Music Hub.

3.8 Samsung's software that you utilize for the Samsung Music/Music Hub services may automatically download and install updates from time to time. You agree to such downloading and installation of updates as part of your use of the Samsung Music/Music Hub services.

4. Protection of Privacy and Content

4.1 Samsung is committed to the protection of your personal data, including the content you upload to the Samsung Music/Music Hub services. For information about Samsung's privacy policy for the Samsung Music/Music Hub services, please read the Samsung Account Privacy Policy <http://account.samsung.com/membership/pp>. You agree that you will comply with the Samsung Account Privacy Policy.

4.2 You agree and acknowledge that certain information regarding your use of your Samsung Music/Music Hub services, particularly the Contents you access, will be automatically processed and analyzed to provide recommendations as part of your use of the Samsung Music/Music Hub services.

4.3 Samsung respects the intellectual property of others, and we ask you to do the same. Samsung may, in appropriate circumstances and at its discretion, terminate or suspend your access and use of the Samsung Music/Music Hub services if you infringe the intellectual property rights of others. In such cases, Samsung shall have no liability or responsibility to you, and Samsung will not refund any portion of your fees charged to date. If you believe that your work is the subject of copyright infringement and appears on Samsung Music/Music Hub, please provide mSpot's copyright agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest

- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work
- identification of the URL or other specific location on Samsung Music/Music Hub where the material that you claim is infringing is located
- your address, telephone number, and email address
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Samsung's agent for notice of claims of copyright infringement on the Samsung Music/Music Hub can be reached as follows:

US Mail:

mSpot, INC.

455 Portage Ave, Suite A

Palo Alto, CA 94306 USA

Attn: Customer Service

Email: copyright@mspot.com

Phone: (1) 650-321-7000

5. Fees & Subscription

5.1 The price of any Contents or any of the paid-for services will be the price specified in the applicable services at the time of your purchase. By purchasing the right to use any Content or any of the paid-for Samsung Music/Music Hub services, you warrant that you are the authorized purchaser and that the billing information provided is accurate. Samsung will not issue refunds based upon inaccuracies represented by the purchaser. By approving the purchase of the right to use the Content or services, you authorize Samsung or its partners and affiliates to charge you for the purchase (including taxes and other applicable fees), and you expressly agree that Samsung may charge such purchase prices to your credit card, wireless carrier account or other payment processor as applicable as they are incurred. You are responsible for the timely payment of all fees and costs and for providing Samsung with valid payment account details for payment of all fees and costs. All charges will be billed to the account you designate during the registration process. If you want to designate a different account or if there is a change in your account status, you must accurately update your payment account information.

5.2 Your total price will include the price of the Contents and/or paid-for services plus any applicable sales or other tax (in effect on the day of purchase). Samsung reserves the right to change prices for Contents or any paid-for service offered through the Samsung Music/Music Hub services at any time, and does not provide price protection or refunds in the event of a price drop or promotional offering.

5.3 Your subscription to the Samsung Music/Music Hub subscription service will automatically renew at the end of each subscription term unless you terminate your subscription prior to the end of such subscription term. Such renewal will be for a monthly subscription term.

6. Warranties, Representations and Liability

6.1 THE SAMSUNG MUSIC/MUSIC HUB SERVICES, AND ALL CONTENTS DELIVERED TO YOU VIA THE SAMSUNG MUSIC/MUSIC HUB SERVICES, IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. REGARDING THE SAMSUNG MUSIC/MUSIC HUB SERVICES SAMSUNG'S WARRANTIES, REPRESENTATIONS AND LIABILITY AS SET FORTH IN THE SERVICE TERMS AND CONDITIONS SHALL BE FULLY APPLICABLE. SAMSUNG MAKES NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE SAMSUNG MUSIC/MUSIC HUB SERVICES BEYOND THE SCOPE OF THE SERVICE TERMS AND CONDITIONS.

<SUPPLEMENTARY PERSONAL DATA MANAGEMENT TERMS OF SERVICE>

PLEASE READ THESE SUPPLEMENTARY TERMS OF SERVICE FOR THE PERSONAL DATA MANAGEMENT ("PDM") SERVICES CAREFULLY BEFORE USING THE PDM SERVICES. The PDM Services offer storing (and automatically transferring to your other PDM-enabled devices) some of your personal content, such as you contacts and calendars, as well as backing-up of some of your personal contents created or received through a qualifying Samsung phone. The contents that qualify for the PDM Services are referred as "Contents". These supplementary terms of service for the PDM services (the "PDM TOS") govern and regulate the legal relationship between Samsung Electronics Co., Ltd. and its subsidiaries (collectively "Samsung" or "we") and you as user of the PDM services. The PDM TOS supplements the Samsung Service Terms and Conditions ("Service Terms and Conditions") that you have already agreed to (or concurrently agree to along with this PDM TOS) when opening a single sign on user account with Samsung (the "Samsung Account"). For those of you who do not have a Samsung Account yet, please read the Service Terms and Conditions that are provided through this link or under [<https://account.samsung.com/membership/terms>] and open a new Samsung Account before using the PDM services. Even though the most critical and important service terms are covered here in the PDM TOS, you acknowledge and agree that the general and more detailed service terms from the Service Terms and Conditions that are applicable to the PDM services are incorporated by reference into this PDM TOS. In case of any inconsistency or conflict between the PDM TOS and the Service Terms and Conditions, the PDM TOS shall prevail in relation to the PDM services.

1. Acceptance of the PDM TOS

1.1 BY USING THE PDM SERVICES, YOU AGREE TO BE BOUND BY THIS PDM TOS. IF YOU DO NOT AGREE TO THE PDM TOS, PLEASE DO NOT USE THE PDM SERVICES.

1.2 THE PDM SERVICES ARE NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THE SERVICE, OR PROVIDE SAMSUNG WITH ANY PERSONALLY IDENTIFIABLE INFORMATION. If you are 13 or older but under the age of 18, you represent that you have reviewed these terms and conditions with your parent or legal guardian to make sure that you and

your parent or guardian understand these terms and conditions. If you are a parent or guardian permitting a person under the age of majority in his or her resident country (a "minor") to use the PDM services, you agree to: (i) exercise supervision over the minor's use of the PDM services; (ii) assume all risks associated with the minor's use of Contents or other content received through the PDM services including the transmission of materials, content or other information to and from third parties via the internet; (iii) assume liabilities resulting from the minor's use of the PDM services, including payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the minor.

2. Provision of the PDM Services by Samsung

2.1 The PDM services are available for qualifying Samsung devices. If your Samsung device qualifies for the PDM services, Samsung grants you a non-exclusive, non-transferable, limited right and license to access and use the PDM services for your personal use only, provided that you comply fully with these PDM TOS. You shall not interfere or attempt to interfere with the operation or use of PDM services by others in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means. Samsung reserves the right, in its sole discretion, to change, modify, update, add, discontinue, remove, revise, delete or otherwise change any portions of the PDMTOS .

2.2 If you fail, or Samsung suspects that you have failed, to comply with any of the provisions of these PDM TOS, then without limiting Samsung's other rights and remedies, all of which are expressly reserved, Samsung, in its sole discretion, without notice to you may: (i) terminate your use of the PDM services, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate the licenses granted hereunder; and/or (iii) preclude access to the PDM services and/or the Contents, in whole or in part.

2.3 You acknowledge and agree that the PDM services may be provided by Samsung's affiliates or subcontractors on behalf of Samsung.

3. Your Use of the PDM Services

3.1 In order to use the PDM services you are required to already have or newly open a Samsung Account. In addition to the registration data provided about yourself when opening the Samsung Account you may be required to provide additional information about yourself before you can continue to use the PDM services.

3.2 The PDM services let you store your Content, such as you contacts, calendars, bookmarks and S-Memos as well as automatically push such stored Content onto your mobile telephone or other communications devices, as authorized by Samsung (each, an "Authorized Device"). The PDM services also automatically back-up some of your phone-specific information such as call logs, SMS/MMS and device settings information. Samsung plans to service additional categories of contents, either as part of the PDM Services or in deep integration with the PDM Services.

3.3 Use of the PDM services requires one or more compatible Authorized Devices, access or connection via mobile network or Internet (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the PDM services involves hardware, software, and Internet access, your ability to use the PDM services may be affected by the

performance of these factors. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

3.4 The PDM services may not be available to you in all languages or in all countries.

3.5 You may not use the PDM services for any purpose that is unlawful or prohibited by the PDM TOS. You are specifically prohibited from using the PDM services in connection with any activity that is in violation of any third party's rights, including intellectual property rights. Samsung may respond to notices of alleged copyright infringement by complying with applicable intellectual property laws and regulations.

3.6 Samsung's software that you utilize for the PDM services may automatically download and install updates from time to time. You agree to such downloading and installation of updates as part of your use of the PDM services.

3.7 Samsung reserves the right to change the PDM services without notice. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement, Samsung reserves the right to change, suspend, remove, or disable access to the PDM services, in whole or in part at any time without notice for any reason or no reason at all, and in no event will Samsung be liable for any claims, costs, or damages caused by or arising out of such actions.

4. Protection of Privacy and Content

4.1 Samsung is committed to the protection of your personal data, including the content you upload to the PDM services. For information about Samsung's privacy policy for the PDM services, please read the Samsung Account Privacy Policy [<https://account.samsung.com/membership/pp>]. You agree that you will comply with the Samsung Account Privacy Policy, including any revisions Samsung may make to the Policy from time to time.

5. Fees

5.1 Even though the PDM services will be initially offered to you free of charge, Samsung reserves a right to add for fee-charging features and functionalities in the future.

6. Warranties, Representations and Liability

6.1 THE PDM SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE". REGARDING THE PDM SERVICES SAMSUNG'S WARRANTIES, REPRESENTATIONS AND LIABILITY AS SET FORTH IN THE SERVICE TERMS AND CONDITIONS SHALL BE FULLY APPLICABLE. SAMSUNG MAKES NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE PDM SERVICES BEYOND THE SCOPE OF THE SERVICE TERMS AND CONDITIONS.

6.2 You are responsible for backing up your Contents to your own storage devices or media as Samsung does not guarantee or warrant that you will always be able to retrieve the Content you store or back up through the PDM services. You acknowledge and agree that, despite Samsung's due care in providing the PDM services, your Contents may be subject to inadvertent corruption or loss.

SUPPLEMENTARY SAMSUNG BOOKS / READERS HUB TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE FOR THE SAMSUNG BOOKS / READERS HUB SERVICES CAREFULLY BEFORE USING THE SAMSUNG BOOKS / READERS HUB SERVICES. The Samsung Books / Readers Hub Services offer a platform for downloading, viewing, reading and use of e-books and other related content ("Content") onto and with your mobile telephone or other communications devices, as authorized by Samsung (each, an "Authorized Device"). These supplementary terms of service for the Samsung Books / Readers Hub services (the "Samsung Books / Readers Hub TOS") govern and regulate the legal relationship between Samsung Electronics Co., Ltd. and its subsidiaries including Samsung Information Systems America, INC. (collectively "Samsung" or "we") and you as user of the Samsung Books / Readers Hub services. The Samsung Books / Readers Hub TOS supplements the Samsung Service Terms and Conditions ("Service Terms and Conditions") that you have already agreed to (or concurrently agree to along with this Samsung Books / Readers Hub TOS) when opening a single sign on user account with Samsung (the "Samsung Account"). For those of you who do not have a Samsung Account yet, please read the Service Terms and Conditions that are provided through this link or under [<https://account.samsung.com/membership/terms>] and open a new Samsung Account before using the Samsung Books / Readers Hub services. Even though the supplementary service terms are covered here in the Samsung Books / Readers Hub TOS, you acknowledge and agree that the service terms from the Service Terms and Conditions that are applicable to the Samsung Books / Readers Hub services are incorporated by reference into this Samsung Books / Readers Hub TOS. In case of any inconsistency or conflict between the Samsung Books / Readers Hub TOS and the Service Terms and Conditions, the Samsung Books / Readers Hub TOS shall prevail in relation to the Samsung Books / Readers Hub services.

1. Acceptance of the Samsung Books / Readers Hub TOS

1.1 BY USING THE SAMSUNG BOOKS / READERS HUB SERVICES, YOU AGREE TO BE BOUND BY THIS SAMSUNG BOOKS / READERS HUB TOS. IF YOU DO NOT AGREE TO THE SAMSUNG BOOKS / READERS HUB TOS, PLEASE DO NOT USE THE SAMSUNG BOOKS / READERS HUB SERVICES.

1.2 THE SAMSUNG BOOKS / READERS HUB SERVICES ARE NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THE SERVICE, OR PROVIDE SAMSUNG WITH ANY PERSONALLY IDENTIFIABLE INFORMATION. If you are 13 or older but under the age of 18, you represent that you have reviewed these terms and conditions with your parent or legal guardian and that you and your parent or guardian understand and agree to these terms and conditions. If you are a parent or guardian permitting a person under the age of majority in the jurisdiction of his or her resident country (a "minor") to use the Samsung Books / Readers Hub services, you agree to: (i) exercise supervision over the minor's use of the Samsung Books / Readers Hub services; (ii) assume all risks associated with the minor's use of Content or other content received through the Samsung Books / Readers Hub services including the transmission of materials, content or other information to and from third parties via the internet; (iii) assume liabilities resulting from the minor's use of the Samsung Books / Readers Hub services, including payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the minor.

2. Provision of the Samsung Books / Readers Hub Services by Samsung

2.1 Samsung grants you a non-exclusive, non-transferable, limited right and license to access and use the Samsung Books / Readers Hub services for your personal use only, provided that you fully comply with this Samsung Books / Readers Hub TOS. You shall not interfere or attempt to interfere with

the operation or use of Samsung Books / Readers Hub services by others in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means. Samsung reserves the right, in its sole discretion, to change, modify, update, add, discontinue, remove, revise, delete or otherwise change any portions of the Samsung Books / Readers Hub TOS .

2.2 If you fail, or Samsung suspects that you have failed, to comply with any of the provisions of these Samsung Books / Readers Hub TOS, then, without limiting Samsung's other rights and remedies, all of which are expressly reserved, Samsung, in its sole discretion, without notice to you may: (i) immediately terminate your use of the Samsung Books / Readers Hub services, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) immediately terminate the licenses granted hereunder; and/or (iii) preclude access to the Samsung Books / Readers Hub services and/or the Content, in whole or in part.

2.3 You acknowledge and agree that the Samsung Books / Readers Hub services may be provided by Samsung's affiliates or subcontractors on behalf of Samsung. You agree that any third party that provides Samsung with Content for distribution via the Samsung Books / Readers Hub services is hereby deemed an intended third party beneficiary of these Samsung Books / Readers Hub TOS and shall have the right to enforce any and all obligations of users of the Samsung Books / Readers Hub services under these Samsung Books / Readers Hub TOS to the same extent as if such third party Content provider were a party to these Samsung Books / Readers Hub TOS and in every respect, at law or in equity. You acknowledge that any Content provided by third parties are licensed to you by such third parties. You can check the licensing third parties for each Content on the Content detail page.

2.4 Use of the Samsung Books / Readers Hub services requires one or more compatible Authorized Devices, access or connection via mobile network or Internet (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Samsung Books / Readers Hub services involves hardware, software, and Internet access, your ability to use the Samsung Books / Readers Hub services may be affected by the performance of these factors. You acknowledge and agree that such system requirements, which may be changed from time to time, are your sole responsibility.

3. Your Use of the Samsung Books / Readers Hub Services

3.1 In order to use the Samsung Books / Readers Hub services you are required to already have or open a new Samsung Account. In addition to the registration data you provide when opening the Samsung Account ("Registration Data") you may be required to provide additional information about yourself before you can continue to use the Samsung Books / Readers Hub services, purchase Content, or activate pre-loaded or pre-purchased Content through the Samsung Books / Readers Hub services ("Additional Data"). Such Additional Data may include, but shall not be limited to, your name, gender, resident country, birth date, payment information or other age verification information. You agree to provide and promptly update the Additional Data to keep it true, accurate, current, and complete. You agree that Samsung may store and use the Registration Data and the Additional Data you provide (including, without limitation, credit card, wireless carrier account, PayPal or other payment processor account information) for use in maintaining your account and billing fees to you. Any personal information you provide in the will be collected in accordance with, and for the express purposes set out in the Samsung Account Privacy Policy <[<https://account.samsung.com/membership/pp>]>.

3.2 You may purchase Content via the Samsung Books / Readers Hub services, and you will be able to retain, view, read and use such purchased Content solely for non-commercial purposes. Fees associated with such transaction are non-recurring. In addition, Samsung, as an agent of the Content provider, reserves the right to change the cost of purchasing Content titles from time to time, with or without prior notice, and the fee applicable to your transaction will be the fee that was in effect at the time of the transaction. Each purchased Content title may be used on no more than five (5) Authorized Devices concurrently). Samsung reserves the right to limit the number of times you may re-download a Content title after it is initially downloaded. Once a Content title is purchased and you receive the Content title, the safekeeping of the Content title from loss, destruction or damage is your sole responsibility, and Samsung shall not be liable in the event of any loss, destruction, or damage.

3.3 The Content is provided by Samsung via the Samsung Books / Readers Hub services pursuant to agreements between Samsung and Content providers under which the Content providers license certain specific rights related to the Content. These agreements may require Samsung to black-out and restrict the availability of and your access to certain Content, including Content that you have already downloaded, for periods of time determined by Samsung and the Content providers. On occasion, a Content file may become unavailable following a transaction but prior to download. Your sole and exclusive remedy under such circumstances is a refund of the price paid for the unavailable Content. If the Content has a material defect, the Content will be replaced for download or a voucher will be provided for an equivalent value of the purchase.

3.4 The ability to purchase and download Content from the Samsung Books / Readers Hub services may be available only in your country of residence and not available in any other location. If subject to such territorial restrictions, either imposed by Samsung or a Content provider, you agree not to access or use, or attempt to access or use, the Samsung Books / Readers Hub services from outside of your country. Samsung may use technologies to verify such compliance.

3.5 You understand that by using the Samsung Books / Readers Hub services, you may encounter content that may be deemed offensive, indecent, explicit or objectionable. You agree to use the Samsung Books / Readers Hub services at your sole risk and that Samsung shall have no liability to you for content that may be found to be offensive, indecent, explicit or objectionable. Content types (e.g., genres, sub-genres, categories and sub-categories) and descriptions, if provided, are provided for convenience purposes only, and you acknowledge and agree that Samsung does not guarantee their accuracy. You also agree that some Content may contain advertising, as originally inserted by the Content provider. Samsung reserves a right to utilize its advertizing service in conjunction with the Samsung Books / Readers Hub services.

3.6 Samsung reserves the right to gather data on Samsung Books / Readers Hub services usage including license key numbers, and other information deemed relevant, to ensure that the Samsung Books / Readers Hub services is being used in accordance with these Samsung Books / Readers Hub TOS. Except as permitted in this Samsung Books / Readers Hub TOS, Samsung expressly prohibits simultaneous, multiple installations of our Samsung Books / Readers Hub services without Samsung's prior written approval. Any unauthorized use shall be considered to be a violation of these Samsung Books / Readers Hub TOS. Samsung reserves the right to remedy violations immediately upon discovery, by charging the then current list price of unauthorized keys or access to the Samsung Books / Readers Hub services to the credit card or wireless carrier account used to make the original, authorized purchase, or by any other means necessary. You agree not to block, electronically or otherwise, the transmission of data required for compliance with the Samsung Books / Readers Hub TOS. Any blocking

of data required for compliance under the Samsung Books / Readers Hub TOS shall be considered a violation of the Samsung Books / Readers Hub TOS and may result in immediate termination of your right to use the Samsung Books / Readers Hub services.

3.7 You may not use the Samsung Books / Readers Hub services for any purpose that is unlawful or prohibited by the Samsung Books / Readers Hub TOS. You are specifically prohibited from using the Samsung Books / Readers Hub services in connection with any activity that is in violation of any third party's rights, including intellectual property rights. Samsung may respond to notices of alleged copyright infringement by complying with any and all applicable intellectual property laws and regulations.

3.8 Samsung's software for the Samsung Books / Readers Hub services may automatically download and install updates from time to time. You agree to such downloading and installation of updates as part of your use of the Samsung Books / Readers Hub services.

3.9 Samsung reserves the right to change the Samsung Books / Readers Hub services and the Content titles that are available on the Samsung Books / Readers Hub services without notice. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement, Samsung and its licensors reserve the right to change, suspend, remove, or disable access to the Samsung Books / Readers Hub services, in whole or in part, and/or any Content at any time without notice for any reason or no reason at all, and in no event will Samsung be liable for any claims, costs, or damages caused by or arising out of such actions.

4. Protection of Privacy and Content

4.1 Samsung is committed to the protection of your personal data, including the content you upload to the Samsung Books / Readers Hub services. For information about Samsung's privacy policy for the Samsung Books / Readers Hub services, please read the Samsung Account Privacy Policy [<https://account.samsung.com/membership/pp>]. You agree that you will comply with the Samsung Account Privacy Policy.

5. Fees

5.1 Upon acceptance of this Samsung Books / Readers Hub TOS and paying the required license fees, you may obtain one or more license keys, using the procedure set forth by Samsung. The license fees paid by you are paid in consideration of the license granted under this Samsung Books / Readers Hub TOS. You agree to pay the charges that correspond to all Content you purchase through the Samsung Books / Readers Hub services at the time of the purchase (including taxes and other applicable fees), and you expressly agree that Samsung may charge such fees and costs to your credit card or other payment processor as applicable as they are incurred. You are responsible for the timely payment of all fees and costs and for providing Samsung with valid payment account details for payment of all fees and costs. All charges will be billed to the account you designate during the registration process. If you want to designate a different account or if there is a change in your account status, you must accurately update your payment account information.

5.2 Your total price will include the price of the Content plus any applicable sales or other tax (in effect on the day of download). Samsung, as agent of the Content provider, reserves the right to change

prices for Content offered through the Samsung Books / Readers Hub services at any time, and does not provide price protection or refunds in the event of a price drop or promotional offering.

5.3 You shall, in addition to the Content price required under this Samsung Books / Readers Hub TOS, pay all applicable sales, use, transfer, excise or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transactions contemplated under this Samsung Books / Readers Hub TOS. [Comment – “Agreement” is not defined]

6. No Reverse Engineering

6.1 You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Samsung Books / Readers Hub service, whether in whole or in part, or create any derivative works from or of the Samsung Books / Readers Hub service.

7. Warranties, Representations and Liability

7.1 THE SAMSUNG BOOKS / READERS HUB SERVICES, AND ALL CONTENT DELIVERED TO YOU VIA THE SAMSUNG BOOKS / READERS HUB SERVICES, IS PROVIDED “AS IS” AND “AS AVAILABLE”. REGARDING THE SAMSUNG BOOKS / READERS HUB SERVICES OR ANY CONTENT SAMSUNG’S WARRANTIES, REPRESENTATIONS AND LIABILITY AS SET FORTH IN THE SERVICE TERMS AND CONDITIONS SHALL BE FULLY APPLICABLE. SAMSUNG MAKES NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE SAMSUNG BOOKS / READERS HUB SERVICES OR ANY CONTENT BEYOND THE SCOPE OF THE SERVICE TERMS AND CONDITIONS. THE SAME APPLIES TO SAMSUNG’S LIABILITY REGARDING THE SAMSUNG BOOKS / READERS HUB SERVICES OR ANY CONTENT.

8. Export

8.1 Export Regulations; Government End Users. You must comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities that may apply to the Samsung Books / Readers Hub service. If you are a U.S. Government end user, we are licensing the Samsung Books / Readers Hub service to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Samsung Books / Readers Hub service are the same as the rights we grant to all others under these Samsung Books / Readers Hub TOS.

Article 1 (Purpose)

These Terms of Use are aimed at defining the rights, duties, responsibilities and other necessary issues between Samsung Electronics Co., Ltd. (hereafter referred to as “Samsung Electronics”) and the users who use all the services (hereinafter referred to as “services”) on the SMART APPLIANCE website (<http://www.samsungsmartappliance.com>) (hereinafter referred to as “the site”) operated by Samsung Electronics.

Article 2 (Definitions)

The terms used in the Terms of Use are defined as follows:

1. "Member" refers to somebody that provides his/her personal information to Samsung Electronics and accepts the Terms of Use when signing up with this site and using the relevant services.
2. "Withdrawal" means that a member terminates the service agreement unilaterally.

Article 3 (Effects and Revision of the Terms of Use)

- ① Samsung Electronics publishes these Terms of Use on the initial service screen. However, the entire contents of the Terms of Use are only displayed in a linked screen and they take effect when a user accepts these Terms of Use and signs into this site as a member.
- ② Samsung Electronics may revise these Terms of Use in ways that do not violate any relevant laws such as the "Enforcement Decree of the Regulation of Standardized Contracts Act", the "Act on Promotion of Information and Communication Network Utilization and information Protection, etc.".
- ③ If Samsung Electronics revises the Terms of Use, Samsung Electronics will post the effective date and the reason for the revision with the current Terms of Use on the initial service screen in the same way as in Clause 1, 7 days before the effective date until the day before the revised Terms of Use take effect. However, if the revision of the Terms of Use is unfavorable to member(s), they must be posted from 30 days before the effective date of the revised Terms of Use to 1 day before the effective date of the revised Terms of Use and users must be notified separately in a clear manner such as by sending them an individual email(s), etc.
- ④ Based on the previous clause, Samsung Electronics will post the notice and notify users clearly that the Terms of Use will be revised and that Samsung Electronics will regard the member to have accepted the revised Terms of Use in case he/she does not clearly express his/her refusal within 30 days. That is, if a member does not express his/her refusal clearly, Samsung Electronics will consider that the member has accepted the revision.
- ⑤ If members do not accept the revised Terms of Use, Samsung Electronics cannot apply the revised Terms of Use and members can terminate the service agreement. However, if there is any special reason that the existing Terms of Use cannot be applied, Samsung Electronics can terminate the service agreement.
- ⑥ If a member accepts the Terms of Use, the Terms of Use are applied to the services and will precede to any other agreements. Subject matter not specified in the Terms of Use shall be regulated in accordance with relevant laws and commercial practices.

Article 4 (Providing and Changing Services)

- ① The following services are provided by Samsung Electronics on this site.
 1. Remote control of air conditioners.
 2. Providing status information and control history of an air conditioner.
 3. Other tasks designated by Samsung Electronics.
- ② Samsung Electronics can change services if there is an inevitable reason such as a modification to the technical specifications, etc. In this case, a description of the changed service with its effective date should be posted immediately where the current service is posted.

- ③ If necessary, Samsung Electronics may modify/change the air conditioner program through the internet without the additional consent of a member to automatically update the relevant service.
- ④ Samsung Electronics provides these services to members free of charge for 3 years from the purchase date of the product subject to these Terms and Conditions.
- ⑤ If the time period in the previous clause has passed, Samsung Electronics can change the free services into fee-based services. In this case, Samsung Electronics and the member should enter a new, separate agreement for the fee-based services.

Article 5 (Termination of Services, etc.)

- ① If maintenance, replacement or failure of computing devices and/or telecommunication equipment is required or occurs; or a loss of communications occurs, Samsung Electronics may temporarily stop providing services.
- ② Unless Samsung Electronics intentionally committed an act or has acted in grossly negligent manner that resulted in the error or disruption, Samsung Electronics does not take any responsibility for the loss or damage incurred by users or third parties caused by a temporary disruption of services due to the reason in Clause 1.
- ③ If a service cannot be provided due to a change of business area, abandoning the business, merging with another company, etc., Samsung Electronics will notify users of this fact as designated in Article 8 and terminate part or all of the services.
- ④ Samsung Electronics does not take responsibility for terminating the services in the previous clause.

Article 6 (Use of Services)

- ① If a member wants to use the services, he/she should enter his/her personal information in the application form provided by Samsung Electronics and accept these Terms of Use.
- ② If the registered personal information in the previous clause has been changed, members should renew their member information immediately.
- ③ Even though the service is available 24 hours a day, Samsung Electronics may change the service hours if there is an unavoidable reason that requires carrying out specific work.

Article 7 (Withdrawal and Disqualification of Members, etc.)

- ① Members can request Samsung Electronics to terminate their membership at any time, and Samsung Electronics will process with a member's withdrawal request immediately.
- ② If the following cases apply to any member, Samsung Electronics can restrict and suspend their membership.
 - 1. If a member enters false information when registering.
 - 2. If a member obstructs others in using services or unlawfully uses another person's personal information.
- ③ If a member repeats the same behavior more than twice after Samsung Electronics has restricted/suspended his/her membership, Samsung Electronics can disqualify his/her membership.

④ If Samsung Electronics disqualifies a member, his/her member registration is canceled. In this case, the member is notified of his/her disqualification in accordance with Article 8 and given a chance to defend him or herself.

Article 8 (Notification to Members)

① In the event Samsung Electronics needs to notify members, Samsung Electronics can notify them via the email addresses they provided when registering.

② When notifying an unspecified number/class of members, Samsung Electronics can replace individual member notifications with a notice on the service bulletin board for over 1 week. However, subject matters that can significantly affect members will be notified each member individually.

Article 9 (Samsung Electronics Responsibilities)

① Samsung Electronics does not reveal or distribute personal information to others without the member's consent. However, if a justified reason such as a request that follows the relevant laws occurs, Samsung Electronics may release the information.

② If a member raises any objections or request verification in relation to the use of services, Samsung Electronics will respond immediately.

Article 10 (Member Responsibilities)

① Members should comply with these Term of Use and related laws and not take any actions that may result in service hinderance.

② Members may not copy, reproduce, modify, transmit, publish, distribute, broadcast, translate and use any information arising from using the services, in any way, or provide it to others without the prior approval of Samsung Electronics.

③ Members must not commit any actions that conform to one of actions below. If members commit any of the following actions, Samsung Electronics may restrict/terminate/revoke their membership.

1. Commission of a crime or instigate/abet a crime.

2. Commission of treason.

3. Hinderance of good public customs and other social mores.

4. Action that disadvantages others such as harming their honor, interrupting their work, etc.

5. Action that causes telecommunication facilities to malfunction or information to be destroyed by circulating hacking programs, computer viruses, etc.

6. Infringement on another's or a third party's rights such as intellectual property rights.

7. Transmission of advertising or marketing information against the recipient's wishes; or act to interrupt the stable operation of services by transferring a large amount of data, registering many posts, or committing any misdeeds against the desirable use of the service.

8. Commission of a misdeed which is banned by the relevant laws or these Term of Use or against good public customs or social mores.

Article 11 (Responsibilities of Member regarding ID and Password)

- ① Members are responsible for managing their own ID and password.
- ② Members shall not allow others to use their ID and password.
- ③ If a member learns that his/her ID and password have been stolen or are being used by another person, he/she must notify Samsung Electronics of this and follow any instructions received from Samsung Electronics.
- ④ Members must change their password every 90 days. If a member does not log in for more than 90 days, the account is converted to idle mode. In this case, members can access the account after obtaining the approval of Samsung Electronics.

Article 12 (Samsung Electronics' Responsibilities)

- ① Samsung Electronics does not take responsibility for services provided free of charge.
- ② Unless Samsung Electronics intentionally committed an act or has acted in grossly negligent manner that resulted in the error or disruption, Samsung Electronics does not take any responsibility for the loss or damage caused by one of the following reasons:
 1. Loss or damage caused by a member's password being used by a third party due to his/her improper management or by a member's illegal action or carelessness.
 2. Loss or damage caused by a member's inaction in verifying service statement or a member violating the items of these Terms of Use.
 3. Loss or damage caused by a disruption or delay to a service provided by Samsung Electronics due to a Force Majeure such as a natural disaster, government regulation, blackout, fire, communications failure, etc.
- ③ Samsung Electronics does not take any responsibility for the reliability, accuracy, etc. of data transmitted and provided by third party sites.

Article 13 (Protection of Information)

Samsung Electronics does its utmost to protect its user's personal information. The protection of a user's personal information is provided subject to the "Privacy Policy" of Samsung Electronics and relevant laws.

Article 14 (Disputes Resolution)

- ① Samsung Electronics processes with any complaints or comments submitted by members at the highest priority. However, if it is difficult to respond immediately in a satisfactory manner, Samsung Electronics will notify users of the reason for this and the handling schedule as soon as possible.
- ② If a dispute arises between Samsung Electronics and a member, both parties should settle the dispute by mutual consent. However, if they fail to reach agreement, the dispute is settled in accordance with related laws and commercial practices.

Article 15 (Governing Law)

Subject matters not otherwise specified in the Terms of Use, shall be subject to the laws of the Republic of Korea and commercial practices.

End-User License Agreement

Samsung Electronics Co., Ltd, whose principal place of business is at 416, Maetan-3dong, Yeongtong-gu, Suwon-si, Gyeonggi-do, Korea (and its subsidiaries and affiliates, hereafter "Samsung") is pleased to offer you a license to access the Samsung Media Hub (the "Service"), a platform for downloading movies, television shows, games and other entertainment ("Media") onto your mobile telephone or other communications device, as authorized by Samsung (each, an "Authorized Device"). This End-User License Agreement (this "Agreement") is a legal contract between you and Samsung and governs the use of the Service. The Service is only for your own personal use. You may not use the Service for commercial purposes, or in any way that harms Samsung or any other person or entity, as determined by Samsung in its sole discretion. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU PROCEED WITH THE REGISTRATION PROCESS OR OTHERWISE ACCESS THE SERVICE OR ACTIVATE PRE-LOADED OR PRE-PURCHASED MEDIA THROUGH THE SERVICE BECAUSE IT CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU, AS EITHER AN INDIVIDUAL OR A SINGLE BUSINESS ENTITY, AND SAMSUNG. THE SERVICE IS NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THE SERVICE, OR PROVIDE SAMSUNG WITH ANY PERSONALLY IDENTIFIABLE INFORMATION. If you are 13 or older but under the age of 18, you represent that you have reviewed these terms and conditions with your parent or legal guardian to make sure that you and your parent or guardian understand these terms and conditions. If you are a parent or guardian permitting a person under the age of majority in his or her home state (a "minor") to use the Service, you agree to: (i) exercise supervision over the minor's use of the Service; (ii) assume all risks associated with the minor's use of Media or other content received through the Service, including the transmission of materials, content or other information to and from third parties via the Internet; (iii) assume liabilities resulting from the minor's use of the Service, including payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the minor.

THE SERVICE IS COPYRIGHTED AND IT IS LICENSED TO YOU UNDER THIS AGREEMENT, NOT SOLD TO YOU. BY DOWNLOADING OR USING THE SERVICE OR OBTAINING A LICENSE KEY TO THE SERVICE OR ANY MEDIA, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT, AND YOU UNCONDITIONALLY ACCEPT AND AGREE TO COMPLY WITH AND BE BOUND BY ITS TERMS. YOU ARE AGREEING TO THESE THINGS REGARDLESS OF HOW YOU ACCESS THE SERVICE, WHETHER THAT IS BY REGISTERING, THROUGH YOUR WIRELESS CARRIER, OR OTHERWISE. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD REFRAIN FROM ACCESSING OR USING THE SERVICE. YOUR USE OF THE SERVICE AND YOUR USE OF THE MEDIA IS SUBJECT TO THE PRIVACY POLICY THAT APPLIES TO THE SERVICE ("PRIVACY POLICY") AND OTHER POLICIES THAT SAMSUNG MAY ADOPT FROM TIME TO TIME AND ANY DOCUMENTATION ACCOMPANYING SUCH POLICIES (COLLECTIVELY, THE "DOCUMENTATION"). OTHER THAN AND EXCEPT FOR SUCH PRIVACY POLICY AND ANY SUCH OTHER AGREEMENTS AND DOCUMENTATION, WHICH FOR THE SAKE OF COMPLETENESS ARE INCORPORATED HEREIN BY THIS REFERENCE AUTOMATICALLY UPON THEIR ADOPTION, THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND SAMSUNG CONCERNING THE SERVICE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR AGREEMENT OR UNDERSTANDING YOU MAY HAVE HAD WITH SAMSUNG RELATING TO THE SERVICE.

SAMSUNG MAY MODIFY THIS AGREEMENT AT ANY TIME WITH OR WITHOUT PRIOR NOTICE EVEN THOUGH SUCH CHANGES MAY AFFECT YOUR ABILITY TO USE THE SERVICE OR ACCESS THE MEDIA. IF YOU CONTINUE TO ACCESS OR USE THE SERVICE IN ANY WAY AFTER THIS AGREEMENT HAS BEEN

CHANGED, YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD AND UNCONDITIONALLY AGREED TO SUCH CHANGES.

1. License:

1.1. Grant of License. Subject to the terms and conditions of this Agreement, Samsung hereby grants to you, and you accept, a limited, nonexclusive, nontransferable and revocable license to use the Service only as authorized in this Agreement. Your access to the Service is licensed, not sold. For purposes of this Agreement, references to the "Service" includes all related hardware, graphics, user interfaces, content, and the scripts and software used to implement the Service and access the Media, and any updates, upgrades, enhancements, modifications, revisions, or additions to the Service made by Samsung and made available to end-users by Samsung (unless accompanied by a separate license, in which case the terms and conditions of that license will govern to the extent of any conflict or inconsistency between the terms of that license and the terms of this Agreement). Samsung shall nevertheless be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Service. You may use one copy of the Service on each Authorized Device owned, leased or otherwise controlled by you.

1.2. No Copies or Modifications. You may not reverse engineer, copy, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, publicly perform, transfer, sell, license, create derivative works from or based upon, republish, upload, edit, post, transmit, distribute, exploit, circumvent or otherwise translate (or attempt, or encourage or assist any other person, to do any of the foregoing), in whole or in part, the Service, Media or other content obtained via the Service or any license keys you have obtained.

1.3. No Assignment of Rights. You may not (and you agree that you will not) sublicense, lease, rent, lend or otherwise transfer your rights in the Service, Documentation or license keys to any person or entity without prior written consent of Samsung, which may be granted or withheld in Samsung's sole discretion.

1.4 Restrictions on Viewing Media. Media may be downloaded via the Service on a rental basis or on a so-called "electronic sell-through" ("EST") basis. For Media downloaded on a rental basis, a single transaction is the rental and viewing (within the geographic limits described elsewhere in the Service interface or Documentation) of an individual Media file for the time period displayed during the rental process. For Media downloaded on an EST basis, a single transaction is retaining a copy of an individual Media file to view, use and privately display solely for non-commercial purposes. Fees associated with a single transaction are non-recurring. In addition, Samsung reserves the right to change the cost of renting or purchasing Media Titles from time to time, with or without prior notice, and the fee applicable to your transaction will be the fee that was in effect at the time of the transaction. Each Media title that is downloaded on an EST basis may be viewed on no more than five (5) Authorized Devices concurrently (or such lesser number as required under the license granted by the Media provider). Samsung reserves the right to limit the number of times you may re-download a Media title after it is initially downloaded. A rented Media title may be viewed on only one (1) Authorized Device, unless otherwise stated at the time of rental. If streaming is permitted on the Service, a Media title may be streamed only to one (1) Authorized Device at a time. Rented Media can only be accessed on one device at a time (the device you start watching the content on) and must be viewed within thirty (30) days from the date of the rental transaction (or such lesser time as the Media title may be available). You may stop and restart viewing of rented Media titles, provided however that once you begin to view a rented Media title you will only have twenty four (24) consecutive hours to view the Media title, unless a different time period is stated at the time of rental. Stopping, pausing or restarting a rented Media title does not extend the available viewing time. In no event will a rented Media title be available for a period of more than thirty (30) days Once a Media title is purchased or rented (as applicable) and you receive the Media title, the safekeeping of the Media title from loss, destruction or damage is your

responsibility, and Samsung shall be without liability to you in the event of any loss, destruction, or damage.

1.5 Blackout Periods. The Media is provided by Samsung via the Service pursuant to agreements between Samsung and Media providers under which the Media providers license certain specific rights related to the Media. These agreements may require Samsung to black-out and restrict the availability of and your access to certain Media, including Media that you have already downloaded, for periods of time determined by Samsung and the Media providers. On occasion, a Media file may become unavailable following a transaction but prior to download. Your sole and exclusive remedy under such circumstances is a refund of the price paid for the unavailable Media. Please contact 888-479-7800 for assistance in such cases.

1.6. Territory (U.S. SALES ONLY). The ability to download Media from the Service is being made available to you only in the United States and is not available in any other location. You agree not to access or use or attempt to access or use the Service from outside of the United States. Samsung may use technologies to verify such compliance.

2. Intellectual Property and Confidentiality:

2.1 Ownership. You acknowledge and agree that the Service contains proprietary information and material that is owned by Samsung and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to domestic and international copyright and trademark laws, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted hereunder.

2.2 Removal Rights. Samsung reserves the right to change the Service and the Media titles that are available on the Service without notice. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement, Samsung and its licensors reserve the right to change, suspend, remove, or disable access to the Service, in whole or in part, and/or any Media at any time without notice for any reason or no reason at all, and in no event will Samsung be liable for any claims, costs, or damages caused by or arising out of such actions.

2.3 Copyrights. All copyrights in and to the Service are owned by Samsung and/or its licensors, who reserve all their rights in law and equity. Other than and except as expressly permitted under this Agreement the use of the Service, in whole or in part, is strictly prohibited and any such unauthorized use may subject you to civil and criminal penalties.

2.4 Trademarks. All Samsung trademarks, service marks, graphics, and logos used in connection with the Service (and otherwise) are trademarks or registered trademarks of Samsung in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with Media or other elements of the Service are owned or controlled by the licensor's of such Media and such other elements and are used on the Service with permission. This Agreement does not grant you any right, title or interest in such trademarks, service marks, graphics or logos.

2.5. Proprietary Rights to Service. You acknowledge that the Service and the Documentation are proprietary to Samsung, and the Service and Documentation are protected under United States copyright law and international treaties. You further acknowledge and agree that, as between you and Samsung, Samsung owns and shall continue to own all right, title, and interest in and to the Service and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant you any ownership interest in or to the Service or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this Agreement. .

2.6. Use Reporting, License Violations and Remedies. Samsung reserves the right to gather data on Service usage including license key numbers, and other information deemed relevant, to ensure that the Service is being used in accordance with the terms of this Agreement. Except as permitted in this Agreement, Samsung expressly prohibits simultaneous, multiple installations of our Service without Samsung's prior written approval. Any unauthorized use shall be considered by Samsung to be a violation of this Agreement. Samsung reserves the right to remedy violations immediately upon discovery, by charging the then current list price of unauthorized keys or access to the Service to the credit card or wireless carrier account used to make the original, authorized purchase, or by any other means necessary. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and may result in immediate termination of this Agreement.

2.7. License Automatic Update and Expiration. Your license may include an expiration date that can result in the termination of the license. For permanent (non-rental) license keys, the license updates automatically unless if Samsung determines that a license is used in violation of the terms of this Agreement. If your license key is stolen, or if you suspect any improper or illegal usage of your license key, you should promptly notify Samsung of such occurrence. If a replacement license key is issued to you, the suspect license will be allowed to expire. For any recurring charges that are set up to be billed automatically, your payment must be processed prior to the expiration date in order for your viewing rights to continue without interruption. It is your responsibility to contact Samsung regarding any potential expiration that you deem inappropriate. Samsung shall not be liable for any damages or costs incurred in connection with the expired licenses.

2.8. Confidentiality. You shall permit only authorized users, who possess rightfully obtained license keys, to use the Service and the Media. Except as expressly authorized by this Agreement, you shall not make the Service, the Media, or any license key available to any third party. You will immediately notify Samsung of, and you will cooperate with and assist Samsung in identifying and preventing, any unauthorized use, copying, or disclosure of the Service or the Media, in whole or in part.

3. General Considerations:

3.1. Objectionable Content. You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, explicit or objectionable. You agree to use the Service at your sole risk and that Samsung shall have no liability to you for content that may be found to be offensive, indecent, explicit or objectionable. Content types (e.g., genres, sub-genres, categories and sub-categories) and descriptions, if provided, are provided for convenience purposes only, and you acknowledge and agree that Samsung does not guarantee their accuracy.

3.2 System Requirements. Use of the Service requires one or more compatible Authorized Devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Service involves hardware, software, and Internet access, your ability to use the Service may be affected by the performance of these factors. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

3.3 Your Information. You agree to provide accurate, current, and complete information required to register with the Service and/or at other points as may be required in the course of using the Service, purchasing Media, or activating pre-loaded or pre-purchased Media through the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. Samsung may terminate your rights to any or all of the Service or Media if any information you provide is false, inaccurate, misleading or incomplete. Without in any way limiting or

abrogating the Privacy Policy, you agree that Samsung may store and use the Registration Data you provide (including, without limitation, credit card, wireless carrier account, PayPal or other payment processor account information) for use in maintaining your account and billing fees to you.

4. License Fees:

4.1 Fees. The Service will be available to you for use upon your receipt of one or more license keys. Upon acceptance of this Agreement, you may obtain one or more license keys by paying the requisite license fees, using the procedure set forth by Samsung. The license fees paid by you are paid in consideration of the license granted under this Agreement. You agree to pay the charges that correspond to all content you download through the Service (including taxes and other applicable fees), and you expressly agree that Samsung may charge such fees and costs to your credit card, wireless carrier account or other payment processor as applicable as they are incurred. You are responsible for the timely payment of all fees and costs and for providing Samsung with valid payment account details for payment of all fees and costs. All charges will be billed to the account you designate during the registration process. If you want to designate a different account or if there is a change in your account status, you must accurately update your payment account information.

4.2 Media Prices. Your total price will include the price of the Media plus any applicable sales or other tax (in effect on the day of download). Samsung reserves the right to change prices for Media offered through the Service at any time, and does not provide price protection or refunds in the event of a price drop or promotional offering.

4.3 Taxes. You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, excise or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transactions contemplated under this Agreement.

5. Term and Termination:

5.1 Effective Date. This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, accessing, or otherwise using the Service or any Media, even if you have not expressly accepted this Agreement. The Service has no predetermined termination date and may continue until such time as Samsung decides to terminate the Service.

5.2 Termination by Samsung. If you fail, or Samsung suspects that you have failed, to comply with any of the provisions of this Agreement, then without limiting Samsung's other rights and remedies, all of which are expressly reserved, Samsung, in its sole discretion, without notice to you may: (i) terminate this Agreement, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate the licenses granted hereunder; and/or (iii) preclude access to the Service and/or the Media, in whole or in part.

5.3. Right To Modify, Suspend or Discontinue Service. Samsung reserves the right to modify, suspend, or discontinue the Service in whole or in part at any time with or without notice to you, and Samsung will not be liable to you or to any third party should it exercise such rights.

6. Indemnification:

You will, at your own expense, indemnify, release and hold Samsung, and its parent, subsidiaries and affiliates, and all officers, directors, and employees thereof, and anyone acting on Samsung's behalf, harmless from and against any and all third party claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of (a) any use of the Service by you or by any person that you allow to use the Service, (b) any breach of this Agreement by you or by any person that you allow to use the Service, or (c) 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 the Service.

7. Disclaimer:

7.1 Disclaimer of Warranties. THE SERVICE, AND ALL MEDIA DELIVERED TO YOU VIA THE SERVICE, IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND.

SAMSUNG MAKES NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY MEDIA AND SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE PREVIOUS DISCLAIMER, SAMSUNG DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT:

(A) THE USE OF THE SERVICE OR MEDIA WILL NOT CAUSE ANY DAMAGE TO YOUR AUTHORIZED DEVICE OR TO ANY OTHER SERVICES OR SOFTWARE PROVIDED TO YOUR AUTHORIZED DEVICE OR APPLICATIONS AND CONTENT THAT RESIDE ON YOUR AUTHORIZED DEVICE;

(B) THE SERVICE WILL (i) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE MANNER, (ii) THAT THE SERVICE WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS, OR ERRORS, OR (iii) THAT THE SERVICE, INCLUDING THE CONTENT DELIVERED TO YOU OR THE INFORMATION YOU PROVIDED, WILL BE IMMUNE FROM UNAUTHORIZED ACCESS; OR

(C) THE MEDIA OR OTHER ONLINE CONTENT YOU RECEIVE TO YOUR AUTHORIZED DEVICE WILL BE FREE FROM TECHNICAL INACCURACIES OR ERRORS, OR THAT ANY CONTENT, INFORMATION OR DATA RECEIVED ON OR THROUGH THE SERVICE WILL BE FREE OF ANY VIRUSES, WORMS, OR ANY OTHER DESTRUCTIVE PROPERTIES, OR THAT THE ONLINE CONTENT WILL BE LEGAL OR THAT THE SERVICE OR ONLINE CONTENT WILL NOT VIOLATE ANY LAWS OR CONTAIN ANY OBJECTIONABLE MATERIALS.

SAMSUNG DOES NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; YOU ACKNOWLEDGE THAT THE USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK.

7.2 Disclaimer of Certain Damages. IN NO EVENT SHALL SAMSUNG BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, PERSONAL INJURY, PRODUCTS LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, OR ANY OTHER THEORY REGARDLESS OF WHETHER OR NOT SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT YOU WILL NOT SEEK, AND HEREBY WAIVE, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM SAMSUNG. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT SAMSUNG WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM.

8. Compliance with Laws. Your actions using the Service must comply with all applicable laws, regulations, rulings and executive orders of any governmental authority relating to the exportation or importation of the Service, including but not limited to the export and destination control regulations for U.S. goods. This means that you may not export or re-export the Service or any part thereof to any country, person, entity, or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

9. Privacy. Samsung respects your privacy. Samsung's Privacy Policy governs how it uses information related to your use of the Services. The Privacy Policy is available online at www.samsung.com. Samsung may change the Privacy Policy without notice periodically, so you should periodically review the Privacy Policy. If Samsung changes the policy to allow use or disclosure of personal information in a way that, in Samsung's sole determination, is materially different from that stated in the policy at the time the data was collected, Samsung will post notice of the change.

10. General Terms:

10.1. Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the United States and the State of Texas, without regard to the conflicts or choice of law rules thereof that would result in the application of any other jurisdiction's laws. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts

situated within Dallas County, Texas. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts; you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against Samsung or its employees, officers, directors, members, representatives and assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit; and to pay the attorney's fees and court costs that Samsung may incur in seeking such relief.

10.2. Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation, and under such circumstances, the balance of this Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid or unenforceable provision were not contained herein.

10.3. Survival. Paragraphs 1.2, 1.3, 1.4, 1.5, 1.7, 2, 4, 5.2, 6, 7, and 10 of this Agreement, and any other provision that by its nature must logically survive, shall survive the expiration or earlier termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

10.4. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10.5. No Waiver. The failure by Samsung to enforce any rights granted or restrictions imposed hereunder or to take action against a user in the event of any breach hereunder shall not be deemed a waiver by Samsung as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Samsung's failure to exercise or enforce any right or provision of this paragraph shall not operate as a waiver of such right or provision.

10.6. Amendment. Samsung reserves the right, in its sole discretion, to amend this Agreement from time to time. If there is a conflict between this Agreement and the most current version of this Agreement, the most current version will prevail. Failure to accept amendments made to this Agreement may cause your license to the Service and Media to be immediately and automatically terminated.

10.7. Third Party Beneficiaries. Any third party that provides Samsung with Media for distribution via the Service is hereby deemed an intended third party beneficiary of this Agreement and shall have the right to enforce any and all obligations of users of the Service under this Agreement to the same extent as if such third party Media provider were a party to this Agreement and in every respect, at law or in equity.

CHATON TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE FOR THE CHATON SERVICES CAREFULLY BEFORE USING THE CHATON SERVICES. ChatON is a software application for mobile devices and other internet-connected devices that allows the users to send and receive messages, information and contents ("Messages") and is available for both Samsung and non-Samsung products. These terms of service for the ChatON services (the "ChatON TOS") govern and regulate the legal relationship between Samsung Electronics Co., Ltd. and its subsidiaries (collectively "Samsung" or "we") and you as user of the ChatON services. The ChatON TOS incorporates the Samsung Service Terms and Conditions ("Service Terms and Conditions") that you have already agreed to if you have a single-sign-on user account with Samsung (the "Samsung Account"). For those of you who do not have a Samsung Account yet, we recommend that you open one this time even though use of ChatON through your mobile phones does not require

Samsung Account membership. If you access and use the ChatON Services through your Samsung Account, then you need to be a Samsung Account member. Whether you use ChatON through Samsung Account membership or not, please read the Samsung Service Terms and Conditions that are provided through this link [<https://account.samsung.com/membership/terms>]. Even though the most critical and important service terms are covered here in the ChatON TOS, you acknowledge and agree that the general and more detailed service terms from the Samsung Service Terms and Conditions that are applicable to the ChatON services are incorporated by reference into these ChatON TOS. In case of any inconsistency or conflict between the ChatON TOS and the Samsung Service Terms and Conditions, the ChatON TOS shall prevail in relation to the ChatON services.

1. Acceptance of the ChatON TOS

1.1 BY USING THE CHATON SERVICES, YOU AGREE TO BE BOUND BY THESE CHATON TOS. IF YOU DO NOT AGREE TO THE CHATON TOS, PLEASE DO NOT USE THE CHATON SERVICES.

1.2 THE CHATON SERVICES ARE NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THE SERVICE, OR PROVIDE SAMSUNG WITH ANY PERSONALLY IDENTIFIABLE INFORMATION. If you are 13 or older but under the age of 18, you represent that you have reviewed these terms and conditions with your parent or legal guardian to make sure that you and your parent or guardian understand these terms and conditions. If you are a parent or guardian permitting a person under the age of majority in his or her resident country (a "minor") to use the ChatON services, you agree to: (i) exercise supervision over the minor's use of the ChatON services; (ii) assume all risks associated with the minor's use of the ChatON services including the transmission of materials, content or other information to and from third parties via the Internet; (iii) assume liabilities resulting from the minor's use of the ChatON services, including payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the minor.

1.3 If you access and use ChatON through you mobile phone number, you agree to enter your own mobile phone number and provide accurate information about yourself.

2. Provision of the ChatON Services by Samsung

2.1 Samsung grants you a non-exclusive, non-transferable, limited right and license to access and use the ChatON services for your personal use only, provided that you comply fully with these ChatON TOS. Samsung reserves the right, in its sole discretion, to change, modify, update, add, discontinue, remove, revise, delete or otherwise change any portions of the ChatON TOS.

2.2 If you fail, or Samsung suspects that you have failed, to comply with any of the provisions of these ChatON TOS, then without limiting Samsung's other rights and remedies, all of which are expressly reserved, Samsung, in its sole discretion, without notice to you may: (i) terminate your use of the ChatON services, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate the licenses granted hereunder; and/or (iii) preclude access to the ChatON services.

2.3 You acknowledge and agree that the ChatON services may be provided by Samsung's affiliates or subcontractors on behalf of Samsung.

2.4 Use of the ChatON services may require your devices to have access or connection via mobile network or Internet (fees may apply), and certain software, and may require obtaining updates or upgrades from time to time. Because use of the ChatON services involves hardware, software, and Internet access, your ability to use the ChatON services may be affected by the suitability and

performance of such system requirements. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. You also acknowledge that the ChatON services will not be available in all countries or on all devices, and the ChatON services may be subject to restrictions imposed by your network or internet provider.

2.5 Samsung's software that you utilize for the ChatON services may automatically download and install updates from time to time. You agree to such downloading and installation of updates as part of your use of the ChatON services. While such updates are for enhancements of the ChatON services, in some circumstances some features may be discontinued. You agree that Samsung may modify or discontinue ChatON or its features with or without notice to you.

3. Your Use of the ChatON Services

3.1 In order to use the ChatON services you are required to provide information about yourself before you can continue to use the ChatON services, either as part of your Samsung Account registration or ChatON services registration ("Registration Data"). You agree to provide accurate, current, and complete Registration Data and to update your Registration Data as required in order to keep it accurate, current and complete. In case Samsung adds fee-charging features to ChatON, you agree that Samsung may store and use the Registration Data you provide (including, without limitation, credit card, wireless carrier account, PayPal or other payment processor account information) for the purpose of account maintenance and billing.

3.2 You understand that certain functions of the ChatON services are linked to other Samsung or third-party services ("Linked Services"). By using any Linked Service, you permit such Linked Service to access and store some of your Registration Data, including but not limited to your mobile phone number, username and your buddy list for the sole purpose of providing such service. Your use of any Linked Service is subject to the terms and conditions of use established by the respective Linked Service provider.

3.3 You understand that by using the ChatON services, you may encounter Messages that may be deemed offensive, indecent, explicit or objectionable. You agree to use the ChatON services at your sole risk and that Samsung shall have no liability to you for Messages that may be found to be offensive, indecent, explicit or objectionable.

3.4 You may not use the ChatON services for any purpose that is unlawful or prohibited by the ChatON TOS. You are specifically prohibited from using the ChatON services in connection with any contents that (i) are in violation of any third party's rights, including intellectual property rights; (ii) are pornographic, abusive, threatening, defamatory, or otherwise illegal or in non-conformance with Samsung's content guidelines; or (iii) contain viruses or other harmful software, code or other means that impact or limit the ChatON services or the devices running the services. Samsung may respond to notices of alleged copyright infringement by complying with applicable intellectual property laws and regulations. For a serious or repeated violation of third party's intellectual property rights, Samsung reserves the right, at its sole discretion, to terminate your right to use the ChatON services.

3.5 You may not interfere or attempt to interfere with the operation or use of ChatON services by others in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means. You may not collect or harvest personal information, including account names and phone numbers, using the ChatON software and services.

4. Protection of Privacy and Content

4.1 Samsung is committed to the protection of your personal data, including the content you upload to the ChatON services. For information about Samsung's privacy policy for the ChatON services, please read the Samsung Account Privacy Policy [<http://account.samsung.com/legal/pp>]. You agree that you will comply with the Samsung Account Privacy Policy.

4.2 You agree and acknowledge that you may be asked to provide certain personal information such as your telephone number, user name, profile photos, and other personally identifiable information as well as the telephone numbers on your contact list when you register for the services.

4.3 You agree that you do not own your ChatON username. Samsung reserves the right to reclaim your ChatON username in case you discontinue your use of ChatON or any user with trademark or other legal rights demands use of such username.

5. Fees and Advertisement

5.1 Even though the ChatON services will be initially offered to you only with free-of-charge features, Samsung reserves the right to add fee-charging features and functionalities in the future. Samsung also reserves the right to display advertisements in connection with the provision of the ChatON services.

6. Voice and Video Communication

6.1 For some Samsung devices, we may make voice and video communications available to you as part of the ChatON services, subject to your network carrier's policies and restrictions. The added call functionality does not purport to be a replacement for your ordinary mobile or fixed-line telephone services. In particular, it does not enable you to make an emergency call to various emergency services.

6.2 ChatON's voice and video communication function is available only between registered Samsung Account members.

7. Warranties, Representations and Liability

7.1 THE CHATON SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". REGARDING THE CHATON SERVICES SAMSUNG'S WARRANTIES, REPRESENTATIONS AND LIABILITY AS SET FORTH IN THE SERVICE TERMS AND CONDITIONS SHALL BE FULLY APPLICABLE. SAMSUNG MAKES NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE CHATON SERVICES BEYOND THE SCOPE OF THE SERVICE TERMS AND CONDITIONS.

< S SUGGEST TERMS OF SERVICE >

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE S SUGGEST SERVICES.

The S Suggest services present recommendations for popular applications available for users of Samsung Products, including but not limited to Samsung smartphones. ("Recommendations"). These terms of service for the S Suggest services (the "S Suggest TOS") govern and regulate the legal relationship between Samsung Electronics Co., Ltd. and its subsidiaries (collectively "Samsung" or "we") and you as user of the S Suggest services.

The S Suggest TOS incorporates the Samsung Service Terms and Conditions (“Service Terms and Conditions”) that you have already agreed to with your Samsung Account.

For those of you who do not have a Samsung Account yet, we recommend that you open one - even though S Suggest does not require Samsung Account membership.

Whether you decide to become a new Samsung Account member or not, please read the Samsung Service Terms and Conditions that are provided through this link

[<https://account.samsung.com/membership/terms>]

Even though the most critical and important service terms are covered here in the S Suggest TOS, you acknowledge and agree that the general and more detailed service terms from the Samsung Service Terms and Conditions that are applicable to the S Suggest services are incorporated by reference into this S Suggest TOS. In case of any inconsistency or conflict between the S Suggest TOS and the Samsung Service Terms and Conditions, the S Suggest TOS shall prevail in relation to the S Suggest services.

1. Acceptance of the S Suggest TOS

1.1 BY USING THE S SUGGEST SERVICES, YOU AGREE TO BE BOUND BY THIS S SUGGEST TOS. IF YOU DO NOT AGREE TO THE S SUGGEST TOS, PLEASE DO NOT USE THE S SUGGEST SERVICES.

1.2 THE S SUGGEST SERVICES ARE NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THE SERVICE, OR PROVIDE SAMSUNG WITH ANY PERSONALLY IDENTIFIABLE INFORMATION. If you over the age of 13 but under the age of 18, you represent that you have reviewed these terms and conditions with your parent or legal guardian to make sure that you and your parent or guardian understand these terms and conditions. If you are a parent or guardian permitting a person under the age of 18, majority in his or her resident country (i.e. a "minor") to use the S Suggest services, you agree to: (i) exercise supervision over the minor's use of the S Suggest services; (ii) assume all risks associated with the minor's use of the S Suggest services including the transmission of materials, content or other information to and from third parties via the Internet; (iii) assume liabilities resulting from the minor's use of the S Suggest services, including payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the minor.

2. Provision of the S Suggest Services by Samsung

2.1 Samsung grants you a non-exclusive, non-transferable, limited right and license to access and use the S Suggest services for your personal use only, provided that you comply fully with these S Suggest TOS. You shall not interfere or attempt to interfere with the operation or use of S Suggest services by others in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means. Samsung reserves the right, in its sole discretion, to change, modify, update, add, discontinue, remove, revise, delete or otherwise change any portions of the S Suggest TOS.

2.2 If you fail, or Samsung suspects that you have failed, to comply with any of the provisions of these S Suggest TOS, then without limiting Samsung's other rights and remedies, all of which are expressly reserved, Samsung, in its sole discretion, without notice to you may: (i) terminate your use of the S Suggest services, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate the licenses granted hereunder; and/or (iii) preclude access to the S Suggest services.

2.3 You acknowledge and agree that the S Suggest services may be provided by Samsung's affiliates or subcontractors on behalf of Samsung.

2.4 Use of the S Suggest services may require your devices to have access or connection via mobile network or Internet (fees may apply), and certain software, and may require obtaining updates or upgrades from time to time. Because use of the S Suggest services involves hardware, software, and Internet access, your ability to use the S Suggest services may be affected by the performance of these factors. You acknowledge and agree that complying with such system requirements, which may be changed from time to time, are your responsibility and that your use of any third-party services are subject to the terms and conditions of use established by the respective third-party service providers.

3. Your Use of the S Suggest Services

3.1 You understand that certain functions of the S Suggest services are linked to your Facebook account or other Social Network Service account ("SNS"). By choosing to utilize the "Friends" option, you will be entitled to view the applications that your SNS friends, who have likewise chosen to utilize the "Friends" option, have on their S Suggest-installed devices. You also understand that you could make your applications partially anonymous by choosing the "Anonymous" option, which will let you enjoy the "Friends" function while showing the applications that you have on your S Suggest-installed devices as an anonymous person. You understand that the degree of your anonymity depends on the types of applications you have and the number of your Facebook friends utilizing the S Suggest services. You acknowledge that your use of the "Friends" option or any other S Suggest functionality linked to Facebook or any other third-party services are subject to the terms and conditions of use established by the respective third-party service provider.

3.2 You understand that by using the S Suggest services, you may encounter Recommendations that may be deemed offensive, indecent, explicit or objectionable. You agree to use the S Suggest services at your sole risk and that Samsung shall have no liability to you for Recommendations that may be found to be offensive, indecent, explicit or objectionable.

3.3 You understand that by using the S Suggest services, you may be redirected to other third-party application stores for download of recommended applications. You understand that Samsung is not responsible for any failure, defect or error you may encounter with such third-party application stores or for any applications that you download from such third-party application stores.

3.4 You may not use the S Suggest services for any purpose that is unlawful or prohibited by the S Suggest TOS. You are specifically prohibited from using the S Suggest services in connection with any activity that is in violation of any third party's rights, including intellectual property rights. Samsung may respond to notices of alleged copyright infringement by complying with applicable intellectual property laws and regulations.

3.5 Samsung's software that you utilize for the S Suggest services may automatically download and install updates from time to time. You agree to such downloading and installation of updates as part of your use of the S Suggest services.

4. Protection of Privacy and Content

4.1 Samsung is committed to the protection of your personal data, including the content you upload to the S Suggest services. For information about Samsung's privacy policy for the S Suggest services, please read the Samsung Account Privacy Policy [<https://account.samsung.com/membership/pp>]. You agree that you will comply with the Samsung Account Privacy Policy.

4.2 You agree and acknowledge certain personal information regarding your use of your S Suggest-installed devices, particularly the applications that you have on such devices, are accessed by Samsung for the provision of the S Suggest services and shared with your Facebook friends when you choose to utilize the "Friends" function.

Last Updated:10.02.2012

[End of S Suggest Terms of Service]

SUPPLEMENTARY Samsung WatchON TERMS OF SERVICE

Samsung WatchON, (which shall be called "Movies & TV Shows" on Samsung Smart TV, hereafter referred to as the Samsung WatchON)

PLEASE READ THESE TERMS OF SERVICE FOR THE Samsung WatchON SERVICES CAREFULLY BEFORE USING THE Samsung WatchON SERVICES. The Samsung WatchON services offer a platform for downloading and viewing of movies, television shows, games and other entertainment contents ("Media") as well as personalized recommendations for Media selections ("Recommendations") onto and with your mobile telephone or other communications device, as authorized by Samsung (each, an "Authorized Device"). These supplementary terms of service for the Samsung WatchON services (the "Samsung WatchON TOS") govern and regulate the legal relationship between Samsung Electronics Co., Ltd. and its subsidiaries including Samsung Information Systems America, INC (collectively "Samsung" or "we") and you as user of the Samsung WatchON services. The Samsung WatchON TOS supplements the Samsung Service Terms and Conditions ("Service Terms and Conditions") that you have already agreed to (or concurrently agree to along with this S Suggest TOS) when opening a single sign on user account with Samsung (the "Samsung Account"). For those of you who do not have a Samsung Account yet, please read the Service Terms and Conditions that are provided through this link or under <https://account.samsung.com/membership/terms> and open a new Samsung Account before using the Samsung WatchON services. Even though the most critical and important service terms are covered here in the Samsung WatchON TOS, you acknowledge and agree that the general and more detailed service terms from the Service Terms and Conditions that are applicable to the Samsung WatchON services are incorporated by reference into this Samsung WatchON TOS. In case of any inconsistency or conflict between the Samsung WatchON TOS and the Service Terms and Conditions, the Samsung WatchON TOS shall prevail in relation to the Samsung WatchON services.

1. Acceptance of the Samsung WatchON TOS

1.1 BY USING THE SAMSUNG WATCHON SERVICES, YOU AGREE TO BE BOUND BY THIS SAMSUNG WATCHON TOS. IF YOU DO NOT AGREE TO THE SAMSUNG WATCHON TOS, PLEASE DO NOT USE THE SAMSUNG WATCHON SERVICES.

1.2 THE SAMSUNG WATCHON SERVICES ARE NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THE SERVICE, OR PROVIDE SAMSUNG WITH ANY PERSONALLY IDENTIFIABLE INFORMATION. If you are 13 or older but under the age of 18, you represent that you have reviewed these terms and conditions with your parent or legal guardian to make sure that you and your parent or guardian understand these terms and conditions. If you are a parent or guardian permitting a person under the age of majority in his or her resident country (a "minor") to use the Samsung WatchON services, you agree to: (i) exercise supervision over the minor's use of the Samsung WatchON services; (ii) assume all risks associated with the minor's use of Media or other content received through the Samsung WatchON services including the transmission of materials, content or other information to and from third parties via the internet; (iii) assume liabilities resulting from the minor's use of the Samsung WatchON services, including payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the minor.

2. Provision of the Samsung WatchON Services by Samsung

2.1 Samsung grants you a non-exclusive, non-transferable, limited right and license to access and use the Samsung WatchON services for your personal use only, provided that you comply fully with these Samsung WatchON TOS. You shall not interfere or attempt to interfere with the operation or use of Samsung WatchON services by others in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means. Samsung reserves the right, in its sole discretion, to change, modify, update, add, discontinue, remove, revise, delete or otherwise change any portions of the Samsung WatchON TOS Samsung WatchON.

2.2 If you fail, or Samsung suspects that you have failed, to comply with any of the provisions of these Samsung WatchON TOS, then without limiting Samsung's other rights and remedies, all of which are expressly reserved, Samsung, in its sole discretion, without notice to you may: (i) terminate your use of the Samsung WatchON services, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate the licenses granted hereunder; and/or (iii) preclude access to the Samsung WatchON services and/or the Media, in whole or in part.

2.3 You acknowledge and agree that the Samsung WatchON services may be provided by Samsung's affiliates or subcontractors on behalf of Samsung.

2.4 You also acknowledge that the Media will be provided to you either by Samsung's own video-on-demand services ("Samsung VOD Services") or any of third-party content partner services (the "Partner Services"). You agree to abide by the applicable terms of service for such Samsung VOD Services or Partner Services in connection with your use of the Media.

2.5 You agree that any third party, including the Samsung WatchON partners providing the Partner Services, that provides Samsung with Media for distribution via the Samsung WatchON services is hereby deemed an intended third party beneficiary of these Samsung WatchON TOS and shall have the right to enforce any and all obligations of users of the Samsung WatchON services under these Samsung WatchON TOS to the same extent as if such third party Media provider were a party to these Samsung WatchON TOS and in every respect, at law or in equity.

2.6 Use of the Samsung WatchON services requires one or more compatible Authorized Devices, access or connection via mobile network or Internet (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Samsung WatchON services involves hardware, software, and Internet access, your ability to use the Samsung WatchON services may be affected by the performance of these factors. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

2.7 You understand that by using the Samsung WatchON services, you may encounter Recommendations that may be deemed offensive, indecent, explicit or objectionable. You agree to use the Samsung WatchON services at your sole risk and that Samsung shall have no liability to you for Recommendations that may be found to be offensive, indecent, explicit or objectionable.

3. Your Use of the Samsung WatchON Services

3.1 In order to use the Samsung WatchON services you are required to already have or newly open a Samsung Account. In addition to the registration data provided about yourself when opening the Samsung Account ("Registration Data"), you may be required to provide additional information about yourself before you can continue to use the Samsung WatchON services or purchasing Media ("Additional Data"). Such Additional Data may include but shall not be limited to payment information, your identity card number or other age verification information etc. You agree to provide accurate, current, and complete Additional Data and to update your Additional Data as required in order to keep it accurate, current and complete. You agree that Samsung may store and use the Registration Data and the Additional Data you provide (including, without limitation, credit card, wireless carrier account, PayPal or other payment processor account information) for use in maintaining your account and billing fees to you.

3.2 The ability to download Media from the Samsung WatchON services may be available to you only in your resident country and not available in any other location. If subject to such territorial restrictions, either imposed by Samsung or Media provider, you agree not to access or use or attempt to access or use the Samsung WatchON services from outside of your country. Samsung may use technologies to verify such compliance.

3.3 You understand that by using the Samsung WatchON services, you may encounter content that may be deemed offensive, indecent, explicit or objectionable. You agree to use the Samsung WatchON services at your sole risk and that Samsung shall have no liability to you for content that may be found to be offensive, indecent, explicit or objectionable. Content types (e.g., genres, sub-genres, categories and sub-categories) and descriptions, if provided, are provided for convenience purposes only, and you acknowledge and agree that Samsung does not guarantee their accuracy.

3.4 You may not use the Samsung WatchON services for any purpose that is unlawful or prohibited by the Samsung WatchON TOS. You are specifically prohibited from using the Samsung WatchON services in connection with any activity that is in violation of any third party's rights, including intellectual property rights. Samsung may respond to notices of alleged copyright infringement by complying with applicable intellectual property laws and regulations.

3.5 Samsung's software that you utilize for the Samsung WatchON services may automatically download and install updates from time to time. You agree to such downloading and installation of updates as part of your use of the Samsung WatchON services.

3.6 Samsung reserves the right to change the Samsung WatchON services, including but not limited to Samsung VOD Services or Partnership Services that are available on the Samsung WatchON services, without notice. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement, Samsung and its Partner Service providers reserve the right to change, suspend, remove, or disable access to the Samsung WatchON services, in whole or in part, and/or any Media at any time without notice for any reason or no reason at all, and in no event will Samsung be liable for any claims, costs, or damages caused by or arising out of such actions.

4. Protection of Privacy and Content

4.1 Samsung is committed to the protection of your personal data, including the content you upload to the Samsung WatchON services. For information about Samsung's privacy policy for the Samsung WatchON services, please read the Samsung Account Privacy Policy. You agree that you will comply with the Samsung Account Privacy Policy.

4.2 Samsung may gather certain usage data about your use of the Media solely for the purpose of providing you with Recommendations.

4.3 Samsung may disclose limited information about you (your name, e-mail address, GUID and your residence's postal (or ZIP) code).

4.4 In case you decide to become a Partnership Service member, you agree that Samsung may pre-populate some of your Samsung Account registration information onto the Partnership Service registration site. For the purpose of your use of Partnership Services from or through the Samsung WatchON services, you agree to the cross-service usage data synchronization between the accounts.

5. Fees

5.1 The Samsung WatchON services will do all the billing for the fees for your use of any Media, whether provided through the Partnership Services or Samsung VOD Services. You agree to pay the charges that correspond to all content you download through the Samsung WatchON services at the time of the download (including taxes and other applicable fees), and you expressly agree that Samsung may charge such fees and costs to your credit card, wireless carrier account or other payment processor as applicable as they are incurred. You are responsible for the timely payment of all fees and costs and for providing Samsung with valid payment account details for payment of all fees and costs. All charges will be billed to the account you designate during the registration process. If you want to designate a different account or if there is a change in your account status, you must accurately update your payment account information.

5.2 You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, excise or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transactions contemplated under this Agreement. All the charges, whether billed by Samsung VOD Services or for the use of Partnership Services, are non-refundable.

5.3 You agree that the Samsung WatchON services provide only the billing services in connection with your use of the Partnership services. Any customer inquiries or questions, including but not limited to any billing-related questions or service quality issues, should be solely directed towards the applicable Partner Service provider.

6. Warranties, Representations and Liability

6.1 THE SAMSUNG WATCHON SERVICES, AND ALL MEDIA DELIVERED TO YOU VIA THE SAMSUNG WATCHON SERVICES, IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE". REGARDING THE SAMSUNG WATCHON SERVICES OR ANY MEDIA SAMSUNG'S WARRANTIES, REPRESENTATIONS AND LIABILITY AS SET FORTH IN THE SERVICE TERMS AND CONDITIONS SHALL BE FULLY APPLICABLE. SAMSUNG MAKES NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE SAMSUNG WATCHON SERVICES OR ANY MEDIA BEYOND THE SCOPE OF THE SERVICE TERMS AND CONDITIONS. THE SAME APPLIES TO SAMSUNG'S LIABILITY REGARDING THE SAMSUNG WATCHON SERVICES OR ANY MEDIA.

6.2 Samsung expressly disclaims any liability in connection with your use of the Media provided by the Partner Services. In connection with the Media provided by any Partner Service, you may bring any claim to or seek remedies from only the applicable Partner Service provider, limited by the applicable Partner Service terms of service.

S TRANSLATOR TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE FOR THE S TRANSLATOR SERVICES CAREFULLY BEFORE USING THE S TRANSLATOR SERVICES. The S Translator services offers limited translation services for the text and speech content you provide to the S Translator services (the "Content"). These terms of service for the S Translator services (the "S Translator TOS") govern and regulate the legal relationship between Samsung Electronics Co., Ltd. and its subsidiaries (collectively "Samsung" or "we") and you as user of the S Translator services. The S Translator TOS supplements the Samsung Service Terms and Conditions ("Service Terms and Conditions") that you have already agreed to (or concurrently agree to along with this S Translator TOS) when opening a single sign on user account with Samsung (the "Samsung Account"). For those of you who do not have a Samsung Account yet, please read the Service Terms and Conditions that are provided at [<https://account.samsung.com>] and open a new Samsung Account before using the S Translator services. Even though the most critical and important service terms are covered here in the S Translator TOS, you acknowledge and agree that the general and more detailed service terms from the Service Terms and Conditions that are applicable to the S Translator services are incorporated by reference into this S Translator TOS.

1. Acceptance of the S Translator TOS

1.1 BY USING THE S TRANSLATOR SERVICES, YOU AGREE TO BE BOUND BY THIS S TRANSLATOR TOS. IF YOU DO NOT AGREE TO THE S TRANSLATOR TOS, PLEASE DO NOT USE THE S TRANSLATOR SERVICES.

2. Provision of the S Translator Services by Samsung

2.1 You acknowledge and agree that the S Translator services may be provided by Samsung's affiliates or subcontractors on behalf of Samsung.

2.2 Use of the S Translator services requires your devices to have access or connection via mobile network or Internet (fees may apply), and certain software, and may require obtaining updates or upgrades from time to time. Because use of the S Translator services involves hardware, software, and Internet access, your ability to use the S Translator services may be affected by the performance of these factors. You acknowledge and agree that complying with such system requirements, which may be changed from time to time, are your responsibility and that your use of any third-party services are subject to the terms and conditions of use established by the respective third-party service providers.

3. Your Use of the S Translator Services

3.1 You acknowledge that the S Translator services are available for a limited set of languages. You also acknowledge that the S Translator services are provided on an "AS IS" basis. Samsung does not guarantee that the translation results will be accurate or error-free. You agree to use the S Translator services at your sole risk and that Samsung and Nuance (as provider of the Speech Recognition Service, as described in Section 5) shall have no liability to you for your use of the Content which is translated by use of the S Translator services. Without limiting the generality of the foregoing and to the extent permitted by applicable laws, in no event shall Samsung or Nuance be liable for any direct, special, indirect or consequential damages, including, but not limited to, loss of revenues and/or loss of profits.

3.2 You may not use the S Translator services for any purpose that is unlawful or prohibited by the S Translator TOS. You are specifically prohibited from using the S Translator services in connection with any contents that (i) are in violation of any third party's rights, including intellectual property rights; (ii) are pornographic, abusive, threatening, defamatory, or otherwise illegal or in non-conformance with Samsung's content guidelines; or (iii) contain viruses or other harmful software, code or other means that impact or limit the S Translator services or the devices running the services.

3.3 Samsung's software that you utilize for the S Translator services may automatically download and install updates from time to time. You agree to such downloading and installation of updates as part of your use of the S Translator services.

4. Protection of Privacy and Content

4.1 Samsung is committed to the protection of your personal data, including the Content you translate through the S Translator services. For information about Samsung's privacy policy for the S Translator services, please read the Samsung Account Privacy Policy [please insert the link to the Samsung Account Privacy Policy]. You agree that you will comply with the Samsung Account Privacy Policy.

5. S Translator and Use of a Speech Recognition Service

5.1 The S Translator service uses speech recognition technology as a component of the translation service. You acknowledge that Samsung may utilize a speech recognition service (the "Speech Recognition Service") provided by a third party, Nuance Communications Inc. ("Nuance"), and you acknowledge and agree to the following in connection with your use of the S Translator service.

5.2 You agree not to submit any automated or recorded requests to the S Translator service.

5.3 You acknowledge that the words you dictate to the S Translator service (including audio recordings of such words, associated transcriptions and log files) ("Speech Data") will be collected by Nuance in providing the Speech Recognition Service. If you use the S Translator service to translate Content which contains personal information, Speech Data may contain such personal information.

5.4 You consent and agree that in providing the Speech Recognition Service, Nuance may collect Speech Data which may be used by Nuance and its third party partners to tune, enhance and improve (a) the Speech Recognition Service and (b) other Nuance products and services.

5.5 You acknowledge and agree that your Speech Data may be transferred to the United States and/or other countries for storage, processing and use by Nuance and its third party partners as set forth in Section 5.4.

5.6 Any and all Speech Data that you provide will remain confidential and will be used in accordance with applicable law but may be disclosed by Nuance, if so required, to meet legal or regulatory requirements, such as under a court order or to a government agency if required or authorized by law, or to a third party which acquires or merges with Nuance.

Additional Terms and Conditions for specific programs can be added at the discretion of Samsung which the participant further agrees to by checking this box and by participating in the program.

2012-12-20