# **Section 10: Health and Safety Information**

This device is capable of operating in Wi-Fi™ mode in the 2.4 and 5 GHz bands. The FCC requires that devices operating within 5.15-5.25 GHz may only be used indoors, not outside, in order to avoid interference with Mobile Satellite Services (MSS). Therefore, this device is restricted from being used outdoors when operating in frequencies between 5.15-5.25 GHz.

This section outlines the safety precautions associated with using your Galaxy Tab. The terms "GALAXY" or "mobile device" are used in this section to refer to your Galaxy Tab.

Read this information before using your mobile device.

# **Exposure to Radio Frequency (RF) Signals**

Although GALAXY is not a cell phone, it can operate on the same network as cell phones and can use the same Radio Frequency (RF) signals to communicate with the network as a cell phone. Therefore, although the following information refers specifically to RF exposure from wireless phones, it may apply similarly to GALAXY when it is being used on a cell phone network.

The U.S. Food and Drug Administration (FDA) has published information for consumers relating to Radio Frequency (RF) exposure from wireless phones. The FDA publication includes the following information:

### Do cell phones pose a health hazard?

Many people are concerned that cell phone radiation will cause cancer or other serious health hazards. The weight of scientific evidence has not linked cell phones with any health problems.

Cell phones emit low levels of Radio Frequency (RF) energy. Over the past 15 years, scientists have conducted hundreds of studies looking at the biological effects of the radio frequency energy emitted by cell phones. While some researchers have reported biological changes associated with RF energy, these studies have failed to be replicated. The majority of studies published have failed to show an association between exposure to radio frequency from a cell phone and health problems.

The low levels of RF cell phones emit while in use are in the microwave frequency range. They also emit RF at substantially reduced time intervals when in the stand-by

mode. Whereas high levels of RF can produce health effects (by heating tissue), exposure to low level RF that does not produce heating effects causes no known adverse health effects.

The biological effects of radio frequency energy should not be confused with the effects from other types of electromagnetic energy.

Very high levels of electromagnetic energy, such as is found in X-rays and gamma rays, can ionize biological tissues. Ionization is a process where electrons are stripped away from their normal locations in atoms and molecules. It can permanently damage biological tissues including DNA, the genetic material.

The energy levels associated with radio frequency energy, including both radio waves and microwaves, are not great enough to cause ionization of atoms and molecules.

Therefore, RF energy is a type of non-ionizing radiation.

Other types of non-ionizing radiation include visible light, infrared radiation (heat), and other forms of electromagnetic radiation with relatively low frequencies.

While RF energy does not ionize particles, large amounts can increase body temperatures and cause tissue damage. Two areas of the body, the eyes and the testes, are particularly vulnerable to RF heating because there is relatively little blood flow in them to carry away excess heat.

# Research Results to Date: Is there a connection between RF and certain health problems?

The results of most studies conducted to date say no. In addition, attempts to replicate and confirm the few studies that have shown a connection have failed.

The scientific community at large therefore believes that the weight of scientific evidence does not show an association between exposure to Radio Frequency (RF) from cell phones and adverse health outcomes. Still the scientific community has supported additional research to address gaps in knowledge. Some of these studies are described below.

### **Interphone Study**

Interphone is a large international study designed to determine whether cell phones increase the risk of head and neck cancer. A report published in the International Journal of Epidemiology (June, 2010) compared cell phone usage for more than 5,000 people with brain tumors (glioma and meningioma) and a similar number of healthy controls.

Results of this study did NOT show that cell phones caused brain cancer. In this study, most people had no increased risk of brain cancer from using cell phones. For people with the heaviest use of cell phones (an average of more than  $\frac{1}{2}$  hour per day, every day, for over 10 years) the study suggested a slight increase in brain cancer. However, the authors determined that biases and errors prevented any conclusions being drawn from this data. Additional information about Interphone can be found at

http://www.iarc.fr/en/media-centre/pr/2010/pdfs/pr200 E.pdf.

Interphone is the largest cell phone study to date, but it did not answer all questions about cell phone safety. Additional research is being conducted around the world, and the FDA continues to monitor developments in this field.

# International Cohort Study on Mobile Phone Users (COSMOS)

The COSMOS study aims to conduct long-term health monitoring of a large group of people to determine if there are any health issues linked to long-term exposure to radio frequency energy from cell phone use. The COSMOS study will follow approximately 300,000 adult cell phone users in Europe for 20 to 30 years. Additional information about the COSMOS study can be found at

http://www.ukcosmos.org/index.html.

## Risk of Brain Cancer from Exposure to Radio Frequency Fields in Childhood and Adolescence (MOBI-KIDS)

MOBI-KIDS is an international study investigating the relationship between exposure to radio frequency energy from communication technologies including cell phones and brain cancer in young people. This is an international multi-center study involving 14 European and non-European countries. Additional information about MOBI-KIDS can be found at

http://www.creal.cat/programes-recerca/en projectes-creal/view.php?ID=39.

## Surveillance, Epidemiology, and End Results (SEER) Program of the National Cancer Institute

The National Cancer Institute (NCI) actively follows cancer statistics in the United States to detect any change in rates of new cases for brain cancer. If cell phones play a role in risk for brain cancer, rates should go up, because heavy cell phone use has been common for quite some time in the U.S. Between 1987 and 2005, the overall age-adjusted incidence of brain cancer did not increase. Additional information about SEFR can be found at

http://seer.cancer.gov/.

### **Cell Phone Industry Actions**

Although the existing scientific data do not justify FDA regulatory actions, the FDA has urged the cell phone industry to take a number of steps, including the following:

- Support-needed research on possible biological effects of RF for the type of signal emitted by cell phones:
- Design cell phones in a way that minimizes any RF exposure to the user: and
- Cooperate in providing users of cell phones with the current information on cell phone use and human health concerns.

The FDA also is working with voluntary standard-setting bodies such as the Institute of Electrical and Electronics Engineers (IEEE), the International Commission on Non-lonizing Radiation Protection (ICNIRP), and others to assure that safety standards continue to adequately protect the public.

### Reducing Exposure: Hands-Free Kits and Other Accessories

## **Steps to Reduce Exposure to Radio Frequency Energy**

If there is a risk from being exposed to radio frequency energy (RF) from cell phones - and at this point we do not know that there is - it is probably very small. But, if you are concerned about avoiding even potential risks, you can take a few simple steps to minimize your RF exposure.

- Reduce the amount of time spent using your cell phone:
- Use speaker mode or a headset to place more distance between your head and the cell phone.

### **Hands-Free Kits**

Hands-free kits may include audio or Bluetooth® headsets and various types of body-worn accessories such as belt-clips and holsters. Combinations of these can be used to reduce RF energy absorption from cell phones.

Headsets can substantially reduce exposure because the DRAFT For Interphone is held away from the head in the user's hand or in approved body-worn accessories. Cell phones marketed in the U.S. are required to meet RF exposure compliance requirements when used against the head and against the body.

Because there are no known risks from exposure to RF emissions from cell phones, there is no reason to believe that hands-free kits reduce risks. Hands-free kits can be used for convenience and comfort. They are also required by law in many states if you want to use your phone while driving.

# **Cell Phone Accessories that Claim to Shield the Head from RF Radiation**

emissions from cell phones, there is no reason to believe that

Because there are no known risks from exposure to RF

accessories which claim to shield the head from those emissions reduce risks. Some products that claim to shield the user from RF absorption use special phone cases, while others involve nothing more than a metallic accessory attached to the phone. Studies have shown that these products generally do not work as advertised. Unlike "hands-free" kits, these so-called "shields" may interfere with proper operation of the phone. The phone may be forced to boost its power to compensate, leading to an increase in RF absorption.

### Children and Cell Phones

The scientific evidence does not show a danger to any users of cell phones from RF exposure, including children and teenagers. The steps adults can take to reduce RF exposure apply to children and teenagers as well.

- Reduce the amount of time spent on the cell phone;
- Use speaker mode or a headset to place more distance between the head and the cell phone.

Some groups sponsored by other national governments have advised that children be discouraged from using cell phones at all. For example, The Stewart Report from the United Kingdom made such a recommendation in December 2000. In this report, a group of independent experts noted that no evidence exists that using a cell phone causes brain tumors or other ill effects. Their recommendation to limit cell phone use by children was strictly precautionary; it was not based on scientific evidence that any health hazard exists.

DRAFT For Intervarious sources can be obtained from the following organizations (updated 10/1/2010):

 FCC RF Safety Program: http://www.fcc.gov/oet/rfsafety/,

- Environmental Protection Agency (EPA): http://www.epa.gov/radtown/wireless-tech.html.
- Occupational Safety and Health Administration (OSHA): http://www.osha.gov/SLTC/radiofrequencyradiation/.
   (Note: This web address is case sensitive.)
- National Institute for Occupational Safety and Health (NIOSH): http://www.cdc.gov/niosh/.
- World Health Organization (WHO): http://www.who.int/peh-emf/en/.
- International Commission on Non-Ionizing Radiation Protection: http://www.icnirp.de.
- Health Protection Agency: http://www.hpa.org.uk/Topics/Radiation/.

US Food and Drug Administration:

http://www.fda.gov/Radiation-EmittingProducts/
RadiationEmittingProductsandProcedures/
HomeBusinessandEntertainment/CellPhomes/default.htm.

# Specific Absorption Rate (SAR) Certification Information

Your wireless mobile device is a radio transmitter and receiver. It is designed and manufactured not to exceed the exposure limits for Radio Frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government.

These FCC RF exposure limits are derived from the recommendations of two expert organizations: the National Council on Radiation Protection and Measurement (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). In both cases, the recommendations were developed by scientific and engineering experts drawn from industry, government, and academia after extensive reviews of the scientific literature related to the biological effects of RF energy.

The RF exposure limit set by the FCC for wireless mobile devices employs a unit of measurement known as the Specific Absorption Rate (SAR). The SAR is a measure of the rate of absorption of RF energy by the human body expressed in units of watts per kilogram (W/kg). The FCC requires wireless devices to comply with a safety limit of 1.6 watts per kilogram (1.6 W/kg).

The FCC SAR limit incorporates a substantial margin of safety to give additional protection to the public and to account for any variations in measurements.

SAR tests are conducted using standard operating positions accepted by the FCC with the mobile device transmitting at its highest certified power level in all tested frequency bands. Although the SAR is determined at the highest certified power level, the actual SAR level of the mobile device while operating can be well below the maximum reported value. This is because the mobile device is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output of the mobile device.

Before a new model mobile device is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the SAR limit established by the FCC. Tests for each model mobile device are performed in positions and locations (e.g. near the body) as required by the FCC.

For typical operations, this mobile device has been tested and meets FCC SAR guidelines.

Use of other accessories may not ensure compliance with FCC RF exposure guidelines. The FCC has granted an Equipment Authorization for this mobile device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.

This [mobile phone/tablet/device] has a FCC ID number:

A3LSMT807A and the specific SAR levels for this [mobile phone/tablet/device] can be found at the following FCC website:

http://www.fcc.gov/oet/ea/.

The SAR information for this device can also be found on Samsung's website:

http://www.samsung.com/sar.

SAR information on this and other model mobile devices can be accessed online on the FCC's website through <a href="http://transition.fcc.gov/oet/rfsafety/sar.html">http://transition.fcc.gov/oet/rfsafety/sar.html</a>. To find information that pertains to a particular model mobile device, this site uses the mobile device FCC ID number, which is usually printed somewhere on the case of the mobile device.

Once you have the FCC ID number for a particular mobile device, follow the instructions on the website and it should provide values for typical or maximum SAR for a particular mobile device. Additional SAR information can also be

#### obtained at

http://www.fcc.gov/encyclopedia/specific-absorption-rate-sar-cellular-telephones.

### **FCC Part 15 Information to User**

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes or modifications not expressly approved by Samsung could void your authority to operate the device.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful tenterference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be

determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

# Smart Practices While Driving On the Road - Off the Tablet

The primary responsibility of every driver is the safe operation of his or her vehicle.

Responsible drivers understand that no secondary task should be performed while driving whether it be eating, drinking, talking to passengers, or using a mobile device - unless the driver has assessed the driving conditions and is confident that the secondary task will not interfere with their primary responsibility. Do not engage in any activity while driving a moving vehicle which may cause you to take your eyes off the road or become so absorbed in the activity that your ability to concentrate on the act of driving becomes

**impaired**. Samsung is committed to promoting responsible driving and giving drivers the tools they need to understand and address distractions.

Check the laws and regulations on the use of mobile devices and their accessories in the areas where you drive. Always obey them. The use of these devices may be prohibited or restricted in certain areas. For example, only hands-free use may be permitted in certain areas.

Before using your device to chat with friends, consider your circumstances. Let the chat wait when driving conditions require. Remember, driving comes first, nothing else!

If you consider a chat necessary and appropriate, follow these tips:

- Use a hands-free device;
- Secure your mobile device within easy reach;
- Chat when you are not moving;
- Plan chats when your car will be stationary;
- Do not engage in stressful or emotional conversations;
   Let the person with whom you are speaking know that you are
- driving and will suspend the chat if necessary;
- Do not take notes or look up information while driving;

Notice regarding legal restrictions on mounting this device in an automobile:

Laws in some states may prohibit mounting this device on or near the windshield of an automobile. In other states, the law may permit mounting this device only in specific locations in the automobile. Be sure to consult the state and local laws or ordinances where you drive before mounting this device in an automobile. Failure to comply with these restrictions could result in fines, penalties, or other damages.

Never mount this device in a manner that will obstruct the driver's clear view of the street and traffic.

Never use wireless data services such as Web browsing or e-mail while operating a vehicle.

Never watch videos, such as a movie or clip, or play video games while operating a vehicle.

For more information, go to <a href="http://www.ctia.org">http://www.ctia.org</a>.

# **Battery Use and Safety**

The battery in GALAXY is not intended to be replaced by the consumer. If you believe the battery is damaged or needs to be replaced, take the GALAXY to a service center for inspection and replacement.

- Do not let the GALAXY or battery come in contact with liquids. Liquids can get into the GALAXY's circuits, leading to corrosion. Even when the GALAXY appears to be dry and appears to operate normally, the circuitry could slowly corrode and pose a safety hazard. If the GALAXY and/or battery get wet, have them checked by your service provider or contact Samsung, even if they appear to be working properly.
- Do not place your battery in or near a heat source. Excessive
  heating can damage the GALAXY or the battery and could cause
  the GALAXY or the battery to explode. Do not dry a wet or damp
  battery with an appliance or heat source such as a microwave
  oven, hair dryer, iron, or radiator. Avoid leaving your GALAXY in
  your car in high temperatures.
- Do not dispose of the GALAXY or the battery in a fire. The GALAXY or the battery may explode when overheated.
- Avoid dropping the GALAXY. Dropping the GALAXY, especially on a hard surface, can potentially cause damage to the GALAXY. If you suspect damage to the GALAXY or battery, take it to a service center for inspection.
- Never use any charger or battery that is damaged in any way.

Important! Use only Samsung-approved batteries, and recharge your battery only with Samsung-approved chargers which are specifically designed for your GALAXY.

#### WARNING!

Use of a non-Samsung-approved battery or charger may present a risk of fire, explosion, leakage, or other hazard. Samsung's warranty does not cover damage to the GALAXY caused by non-Samsung-approved batteries and/or chargers.

- Do not use incompatible batteries and chargers. Some
  websites and second-hand dealers not associated with reputable
  manufacturers and carriers, might be selling incompatible or even
  counterfeit batteries and chargers. Consumers should purchase
  manufacturer or carrier-recommended products and accessories.
  If unsure about whether a replacement battery or charger is
   compatible, contact the manufacturer of the battery or charger.
- Misuse or use of incompatible batteries and charging devices could result in damage to the equipment and a possible risk of fire, explosion, or leakage, leading to serious injuries, damages to your phone, or other serious hazard.

# Samsung Mobile Products and Recycling

Samsung cares for the environment and encourages its customers to recycle Samsung mobile devices and genuine Samsung accessories.

Proper disposal of your mobile device and its battery is not only important for safety, it benefits the environment. Batteries must be recycled or disposed of properly.

For more information about recycling your GALAXY, go to: http://mobile.samsungusa.com/recycling/index.jsp or call 1-800-822-8837 for more information

To find the nearest recycling location, go to: <a href="https://www.samsung.com/recyclingdirect">www.samsung.com/recyclingdirect</a> or call 1-877-278-0799.

**Warning!** Never dispose of batteries in a fire because they may explode.

FAILURE TO FOLLOW THE INSTRUCTIONS OUTLINED MAY LEAD TO SERIOUS PERSONAL INJURY AND POSSIBLE PROPERTY DAMAGE.

IMPORTANT SAFETY INSTRUCTIONS - SAVE THESE INSTRUCTIONS.

DANGER - TO REDUCE THE RISK OF FIRE OR ELECTRIC SHOCK, CAREFULLY FOLLOW THESE INSTRUCTIONS.

FOR CONNECTION TO A SUPPLY NOT IN NORTH AMERICA, USE AN ATTACHMENT PLUG ADAPTOR OF THE PROPER CONFIGURATION FOR THE POWER OUTLET.

THIS POWER UNIT IS INTENDED TO BE CORRECTLY ORIENTED IN A VERTICAL OR HORIZONTAL OR FLOOR MOUNT POSITION.

# UL Certified Travel Charger For Internal Use Only

The Travel Charger for this mobile device has met applicable UL safety requirements. Please adhere to the following safety instructions per UL guidelines:

# **Display / Touch-Screen**

Please note the following information when using your mobile device:

### WARNING REGARDING DISPLAY

The display on your mobile device is made of glass or acrylic and could break if your mobile device is dropped or if it receives significant impact. Do not use if screen is broken or cracked as this could cause injury to you.

# WARRANTY DISCLAIMER: PROPER USE OF A TOUCH-SCREEN MOBILE DEVICE

If your mobile device has a touch-screen display, please note that a touch-screen responds best to a light touch from the pad of your finger or a non-metallic stylus. Using excessive force or a metallic object when pressing on the touch-screen may damage the tempered glass surface and yold the warranty. For more information, please refer to the "Standard Limited Warranty".

### **GPS**

GALAXY can use a Global Positioning System (GPS) signal for location-based applications. A GPS uses satellites controlled by the U.S. Government that are subject to changes implemented in accordance with the Department of Defense policy and the 2008 Federal Radio navigation Plan (FRP). Changes may affect the performance of location-based technology on your mobile device.

### **Your Location**

Location-based information includes information that can be used to determine the approximate location of a mobile device. Mobile devices which are connected to a wireless network transmit location-based information. Additionally, if you use applications that require location-based information (e.g. driving directions), such applications transmit location-based information. The location-based information may be shared with third-parties, including your wireless service provider, applications providers, Samsung, and other third-parties providing services.

### **Navigation**

Maps, directions, and other navigation-data, including data relating to your current location, may contain inaccurate or incomplete data, and circumstances can and do change over time. In some areas, complete information may not be available. Therefore, you should always visually confirm that the navigational instructions are consistent with what you see before following them. All users should pay attention to road conditions, closures, traffic, and all other factors that may impact safe driving or walking. Always obey posted road signs.

### **Emergency Communication**

GALAXY should not be relied upon for essential communications (medical emergencies, calls to 911, or communications to emergency services). GALAXY is not designed or intended to be used for such communications. Voice Over Internet Protocol (VOIP) services which may be used on GALAXY to make phone calls do not support 911 calls and are only intended for talking with friends.

## **Care and Maintenance**

Your mobile device is a product of superior design and craftsmanship and should be treated with care. The suggestions below will help you fulfill any warranty obligations and allow you to enjoy this product for many years:

### Keep your Samsung Mobile Device away from:

### Liquids of any kind

Keep the mobile device dry. Precipitation, humidity, and liquids contain minerals that will corrode electronic circuits.

If the mobile device does get wet, do not accelerate drying with the use of an oven, microwave, or dryer, because this may damage the mobile device and could cause a fire or explosion. Do not use the mobile device with a wet hand. Doing so may cause an electric shock to you or damage to the mobile device.

### Extreme heat or cold

Avoid temperatures below 0°C / 32°F or above 45°C / 113°F.

### Microwaves

Do not try to dry your mobile device in a microwave oven. Doing so may cause a fire or explosion.

# Interpostand dire Only

Do not expose your mobile device to dust, dirt, or sand.

### Cleaning solutions

Do not use harsh chemicals, cleaning solvents, or strong detergents to clean the mobile device. Wipe it with a soft

cloth slightly dampened in a mild soap-and-water solution. If the mobile device has a retractable camera lens, do not use soap and water to clean the lens. Use a blower or brush or lens cleaning paper dampened in a lens cleaning solution.

### Shock or vibration

Do not drop, knock, or shake the mobile device. Rough handling can break internal circuit boards.

#### Paint

Do not paint the mobile device. Paint can clog the device's moving parts or ventilation openings and prevent proper operation.

## **Responsible Listening**

### Caution! Avoid potential hearing loss.

Damage to hearing occurs when a person is exposed to loud sounds over time. The risk of hearing loss increases as sound is played louder and for longer durations.

Prolonged exposure to loud sounds (including music) is the

most common cause of preventable hearing loss. Some scientific research suggests that using portable audio devices, such as portable music players and cell phones, at

high volume settings for long durations may lead to permanent noise-induced hearing loss. This includes the use of headphones (including headsets, earbuds, and Bluetooth® or other wireless devices).

Exposure to very loud sound has also been associated in some studies with tinnitus (a ringing in the ear), hypersensitivity to sound, and distorted hearing. Individual susceptibility to noise-induced hearing loss and potential hearing problem varies. Additionally, the amount of sound produced by a portable audio device varies depending on the nature of the sound, the device settings, and the headphones that are used. As a result, there is no single volume setting that is appropriate for everyone or for every combination of sound, settings, and equipment.

You should follow some common sense recommendations when using any portable audio device:

- Always turn the volume down before plugging the earphones into an audio source.
- Set the volume in a quiet environment and select the lowest volume at which you can hear adequately.
- Be aware that you can adapt to higher volume settings over time, not realizing that the higher volume may be harmful to your hearing.

- When using headphones, turn the volume down if you cannot hear the people speaking near you or if the person sitting next to you can hear what you are listening to.
- Do not turn the volume up to block out noisy surroundings. If you
  choose to listen to your portable device in a noisy environment,
  use noise-cancelling headphones to block out background
  environmental noise. By blocking background environment noise,
  noise cancelling headphones should allow you to hear the music
  at lower volumes than when using earbuds.
- Limit the amount of time you listen. As the volume increases, less time is required before you hearing could be affected.
- Avoid using headphones after exposure to extremely loud noises, such as rock concerts, that might cause temporary hearing loss.
   Temporary hearing loss might cause unsafe volumes to sound normal.
- Do not listen at any volume that causes you discomfort. If you
  experience ringing in your ears, hear muffled speech, or
  experience any temporary hearing difficulty after listening to your
  portable audio device, discontinue use and consult your doctor.

You can obtain additional information on this subject from the following sources:

### **American Academy of Audiology**

11730 Plaza American Drive, Suite 300 Reston. VA 20190

Voice: (800) 222-2336 Email: info@audiology.org

Internet:

http://www.audiology.org/Pages/default.aspx

### National Institute on Deafness and Other Communication Disorders

National Institutes of Health 31 Center Drive, MSC 2320 Bethesda, MD 20892-2320

Email: nidcdinfo@nih.gov

Internet: Use Only

# National Institute for Occupational Safety and Health (NIOSH)

395 E Street, S.W., Suite 9200 Patriots Plaza Building Washington, DC 20201

Voice: 1-800-35-NIOSH (1-800-356-4674) 1-800-CDC-INFO (1-800-232-4636)

Outside the U.S. 513-533-8328

Email: cdcinfo@cdc.gov

Internet:

http://www.cdc.gov/niosh/topics/noise/default.html

1-888-232-6348 TTY

# **Operating Environment**

Remember to follow any special regulations in force in any area, and always switch your mobile device off whenever it is to forbidden to use it, or when it may cause interference or danger. When connecting the mobile device or any accessory to another device, read its user's guide for detailed safety instructions. Do not connect incompatible products.

# Using Your Mobile Device Near Other Electronic Devices

Most modern electronic equipment is shielded from Radio Frequency (RF) signals. However, certain electronic equipment may not be shielded against the RF signals from your wireless mobile device. Consult the manufacturer to discuss alternatives

### **Implantable Medical Devices**

A minimum separation of six (6) inches should be maintained between a handheld wireless mobile device and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the device.

Persons who have such devices:

- Should ALWAYS keep the mobile device more than six (6) inches from their implantable medical device when the mobile device is turned ON:
- Should not carry the mobile device in a breast pocket;
  - Should use the ear opposite the implantable medical device to minimize the potential for interference;
  - Should turn the mobile device OFF immediately if there is any reason to suspect that interference is taking place;

 Should read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your wireless mobile device with an implantable medical device, consult your health care provider.

For more information see: <a href="http://www.fcc.gov/oet/rfsafety/rf-fags.html#">http://www.fcc.gov/oet/rfsafety/rf-fags.html#</a>.

#### **Other Medical Devices**

If you use any other personal medical devices, consult the manufacturer of your device to determine if it is adequately shielded from external RF energy. Your physician may be able to assist you in obtaining this information. Switch your mobile device off in health care facilities when any regulations posted in these areas instruct you to do so. Hospitals or health care facilities may be using equipment that could be sensitive to external RF energy.

#### **Vehicles**

RF signals may affect improperly installed or inadequately shielded electronic systems in motor vehicles. Check with the manufacturer or its representative regarding your vehicle before using your mobile device in a motor vehicle. You should also consult the manufacturer of any equipment that has been added to your vehicle.

### **Posted Facilities**

Switch your mobile device off in any facility where posted notices require you to do so.

### **Potentially Explosive Environments**

Switch your mobile device off when in any area with a potentially explosive atmosphere and obey all signs and instructions. Sparks in such areas could cause an explosion or fire resulting in bodily injury or even death. Users are advised to switch the mobile device off while at a refueling point (service station).

Users are reminded of the need to observe restrictions on the use of radio equipment in fuel depots (fuel storage and distribution areas), chemical plants, or where blasting operations are in progress. Areas with a potentially explosive atmosphere are often, but not always, clearly marked. They include below deck on boats, chemical transfer or storage facilities, vehicles using liquefied petroleum gas (such as propane or butane), areas where the air contains chemicals of particles, such as grain, dust, or metal powders, and any other area where you would normally be advised to turn off your vehicle engine. Vehicles using liquefied petroleum gas

(such as propane or butane) must comply with the National Fire Protection Standard (NFPA-58). For a copy of this standard, contact the National Fire Protection Association.

### When your Device is Wet

Do not turn on your device if it is wet. If your device is already on, turn it off and remove the battery immediately, if applicable (if the device will not turn off or you cannot remove the battery, leave it as-is). Then, dry the device with a towel and take it to a service center.

# Restricting Children's Access to Your Mobile Device

Your mobile device is not a toy. Do not allow children to play with it because they could hurt themselves and others, damage the mobile device, or use services that increase your mobile device bill.

Keep the mobile device and all its parts and accessories out of the reach of small children.

# **FCC Notice and Cautions**

### **FCC Notice**

The mobile device may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the mobile device if such interference cannot be eliminated.

#### **Cautions**

Any changes or modifications to your mobile device not expressly approved by Samsung could void your warranty for this equipment and void your authority to operate this equipment. Only use approved batteries, antennas, and chargers.

The use of any unauthorized accessories may be dangerous and void the mobile device warranty if said accessories cause damage or a defect to the mobile device. Although your mobile device is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.

# DRAFT For Interother Important Safety Information

 Only qualified personnel should service the mobile device. Faulty service may be dangerous and may invalidate any warranty applicable to the device.

- Ensure that any mobile devices or related equipment used in your vehicle are securely mounted.
- Check regularly that all wireless mobile device equipment in your vehicle is mounted and operating properly.
- When using a headset in dry environments, static electricity can build up in the headset and cause a small quick static electrical shock. To minimize the risk of electrostatic discharge from the headset avoid using the headset in extremely dry environments or touch a grounded unpainted metal object to discharge static electricity before inserting the headset.
- Do not store or carry flammable liquids, gases, or explosive materials in the same compartment as the mobile device, its parts, or accessories.
- For vehicles equipped with an air bag, remember that an air bag inflates with great force. Do not place objects, including installed or portable wireless equipment near or in the area over the air bag or in the air bag deployment area. If wireless equipment is improperly installed and the air bag inflates, serious injury could result.

- Switch your mobile device off before boarding an aircraft. The use
  of wireless mobile devices in aircraft is illegal and may be
  dangerous to the aircraft's operation. Check with appropriate
  authorities before using any function of a mobile device while on
  an aircraft.
- Failure to observe these instructions may lead to the suspension or denial of network services to the offender, or legal action, or both.
- While using your device, leave some lights on in the room and do not hold the screen too close to your eyes.
- Seizures or blackouts can occur when you are exposed to flashing lights while watching videos or playing games for extended periods. If you feel any discomfort, stop using the device immediately.
- Reduce risk of repetitive motion injuries. When you repetitively perform actions, such as pressing keys, drawing characters on a touch screen with your fingers, or playing games, you may experience occasional discomfort in your hands, neck, shoulders, or other parts of your body. When using your device for extended periods, hold the device with a relaxed grip, press the keys lightly, and take frequent breaks. If you continue to have discomfort during or after such use, stop use and see a physician.

• If your device has a camera flash or light, do not use the flash or light close to the eyes of people or pets. [122011]

# DRAFT For Internal Use Only

# **Section 1: Warranty Information**

# **Standard Limited Warranty**

### What is covered and for how long?

SAMSUNG TELECOMMUNICATIONS AMERICA. LLC ("SAMSUNG") warrants that SAMSUNG's devices and accessories ("Products") are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

Tablet

Case

1 Year

Batteries (Including

1 Year

Internal Batteries)

90 Davs

### What is not covered?

This Limited Warranty is conditioned upon proper use of Product by Purchaser.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture. dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by SAMSUNG: (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (e) ordinary wear and tear; (f) defects or damage resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG: (a) defects or damage resulting from improper testing, operation, maintenance, installation, service, or Other Tablet Accessories 1 Year DRAFT For Inte adjustment not furnished or approved by SAMSUNG; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source:

(i) defects or damage resulting from cellular signal reception

or transmission, or viruses or other software problems introduced into the Product; or (j) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the SAMSUNG Tablet for which it is specified.

### What are SAMSUNG's obligations?

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, SAMSUNG will repair or replace the Product, without charge to Purchaser, or at SAMSUNG's sole option, refund the purchase price.

SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace Product with a rebuilt, reconditioned or new Product. Repaired/replaced cases will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period

equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of SAMSUNG. This Limited Warranty is extended to the Purchaser and is not transferable or assignable to any other person or entity.

### What must you do to obtain warranty service?

To obtain service under this Limited Warranty, Purchaser must return the Product to an authorized Tablet service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase, the serial number of the Product and the seller's name and address.

To obtain assistance on where to deliver the Product, please call SAMSUNG Customer Care at 1-800-SAMSUNG. If SAMSUNG determines that any Product is not covered by this Limited Warranty, Purchaser must pay all parts, shipping, and labor charges for the repair or return of such Product.

Purchaser should keep a separate backup copy of any contents of the Product before delivering the Product to SAMSUNG for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service.

### What are the limits on SAMSUNG's liability?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF SAMSUNG'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

IN NO EVENT SHALL SAMSUNG BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS. EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT. WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY. CAPABILITIES. OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR FOUIPMENT RESTS. SOLELY WITH THE PURCHASER AND THE DIRECT VENDOR. OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR FOUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of SAMSUNG regarding the Products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

### What is the procedure for resolving disputes?

ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. Any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's Product or claim, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action.

The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The

arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

For any arbitration in which your total damage claims. exclusive of attorney fees and expert witness fees, are \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant SAMSUNG its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and SAMSUNG shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim") shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

This arbitration provision also applies to claims against SAMSUNG's employees, representatives and affiliates if any such claim arises from the Product's sale, condition or performance.

You may opt out of this dispute resolution procedure by providing notice to SAMSUNG no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product. To opt out, you must send notice by e-mail to optout@sta.samsung.com, with the subject line: "Arbitration Opt Out," You must include in the opt out e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under "Settings:" (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable). Alternatively, you may opt out by calling 1-888-987-4357 no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting

out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.

Severability

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

### **Precautions for Transfer and Disposal**

If data stored on this device is deleted or reformatted using the standard methods, the data only appears to be removed on a superficial level, and it may be possible for someone to retrieve and reuse the data by means of special software.

To avoid unintended information leaks and other problems of this sort, it is recommended that the device be returned to Samsung's Customer Care Center for an Extended File System (EFS) Clear which will eliminate all user memory and return all settings to default settings. Please contact the Samsung Customer Care Center for details.

Important! Please provide warranty information (proof of purchase) to Samsung's Customer Care Center in order to provide this service at no charge. If the warranty has expired on the device, charges may apply.

Samsung Telecommunications America, LLC 1301 F. Lookout Drive

Richardson, Texas 75082 Phone: 1-800-SAMSUNG

Phone: 1-888-987-HELP (4357)

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# **End User License Agreement for Software**

IMPORTANT. READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Samsung Electronics Co., Ltd. ("Samsung") for software, owned by Samsung and its affiliated companies and its third party suppliers and licensors, that accompanies this EULA, which

includes computer software and may include associated media, printed materials, "online" or electronic documentation in connection with your use of this device ("Software").

This device requires the use of preloaded software in its normal operation. BY USING THE DEVICE OR ITS PRELOADED SOFTWARE, YOU ACCEPT THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE DEVICE OR THE SOFTWARE.

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Certain items of the Software may be subject to open source licenses. The open source license provisions may override some of the terms of this EULA. We make the applicable open source licenses available to you on the Legal Notices section of the Settings menu of your device.

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- 4. **CONSENT TO USE OF DATA**. You agree that Samsung and its affiliates may collect and use technical information gathered as part of the product support services related to the

Software provided to you, if any, such as IMEI (your device's unique identification number), device number, model name, customer code, access recording, your device's current SW version, MCC (Mobile Country Code), MNC (Mobile Network Code). Samsung and its affiliates may use this information solely to improve their products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you. At all times your information will be treated in accordance with Samsung's Privacy Policy, which can be viewed at: <a href="http://account.samsung.com/membership/pp">http://account.samsung.com/membership/pp</a>.

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provided through Update, you must first be licensed for the Software identified by Samsung as eligible for the Update. After the Update, you may no longer use the Software that formed the basis for your Update eligibility. The updated Software version may add new functions and, in some limited cases, may delete existing functions.

While the Update will be generally available, in some limited circumstances, the Software updates will only be offered by your network carrier, and such Software updates will be governed by your contractual relationship with your network carrier.

With the "Automatic Update" function enabled (as in the default setting in the System Update menu in the Setting), your device downloads some Updates automatically from time to time. Your device will, however, ask for your consent before installing any Update If you choose to disable the "Automatic Update" function, then you can check the availability of new Updates by clicking on the "Check Update" menu in the Setting. We recommend that you check availability of any new Updates periodically for optimal use of your device. If you want to avoid any use of network data for the Update downloads, then you should choose the "Wi-Fi

- Only" option in the Setting. (Regardless of the option you choose, the "Automatic Update" function downloads Updates only through Wi-Fi connection.)
- 6. Some features of the Software may require your device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. Unless your device is connected to the internet through Wi-Fi connection, the Software will access through your mobile network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the Software may be affected by the suitability and performance of your device hardware or data access.
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- 12. SAMSUNG APPLICATIONS. Certain Samsung applications and services may be included with, or downloaded to, this mobile device. Many of them require Samsung Services membership registration ("Samsung Account"), and your rights and obligations will be set forth in separate Samsung Account terms and conditions and privacy policies. There are non-Samsung Account applications and services that require your consent to their separate terms and conditions and privacy policies. You expressly acknowledge and agree that your use of such applications and services will be subject to the applicable terms and conditions and privacy policies.
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- 15. **APPLICABLE LAW**. This EULA is governed by the laws of the jurisdiction where you are a resident or, if a resident of the United States, by the laws of the state of Texas, without regard to its conflict of law provisions. This EULA shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

### 16. DISPUTE RESOLUTION.

(a) Non-United States (esidents, if a dispute, controversy or difference arising in any way from this EULA or your use of the Software is not amicably settled, it shall be subject to the non-exclusive jurisdiction of the courts of the jurisdiction

where you are a resident. Notwithstanding the foregoing, Samsung may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

(b) United States residents. ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS FULLA OR YOUR USE OF THE SOFTWARE SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION. AND NOT BY A COURT OR JURY. Any such dispute shall not be combined or consolidated with any other person's or entity's claim or dispute, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles. shall govern the interpretation of the EULA and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the EULA. For any arbitration in which your total damage claims, exclusive of attorney fees

and expert witness fees, are \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant Samsung its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case. you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and Samsung shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim") shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties. reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. This arbitration provision also applies to claims against Samsung's employees, representatives and affiliates if any such claim arises from the licensing or use of the Software. You may opt out of this dispute resolution procedure by providing notice to Samsung no later than 30 calendar days from the date of the first consumer purchaser's purchase of this device. To opt out.

vou must send notice by e-mail to optout@sta.samsung.com, with the subject line: "Arbitration Opt Out." You must include in the opt out e-mail (a) your name and address; (b) the date on which the device was purchased; (c) the device model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the device box; (ii) on the device information screen, which can be found under "Settings:" (iii) on a label on the back of the device beneath the battery, if the battery is removable; and (iv) on the outside of the device if the battery is not removable). Alternatively, you may opt out by calling 1-888-987-4357 no later than 30 calendar days from the date of the first consumer purchaser's purchase of the device and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect your use of the device or its preloaded Software, and you will continue to enjoy the benefits of this license

17. ENTIRE AGREEMENT; SEVERABILITY. This EULA is the entire agreement between you and Samsung relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations

with respect to the Software or any other subject matter covered by this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. [050113]

### **Social Hub**

## **Legal Terms and Privacy**

Samsung's Social Hub and (if applicable) the website where you accessed this Disclaimer (collectively, the "Service"), is being made available to you by Samsung Electronics Co., Ltd., and its affiliates and suppliers (collectively "Samsung") subject to the following enclosed documents:

- Social Hub Terms and Conditions which governs your use of the Service generally;
- Social Hub End User License Agreement which specifically governs your use of the software which forms part of, or enables you to access, the Service; and
- Social Hub Privacy Policy which governs our collection and use of personal information in connection with your access to and use of the Service.

By using the Service, you agree to be bound by the above documents. Please read through those documents to make sure you understand the basis on which Samsung is providing the Service to you.

You will be able to access additional features available at socialhub.samsungmobile.com.

# Social Hub Terms and Conditions Acceptance of the Terms

These Social Hub Terms and Conditions together with the Social Hub Privacy Policy and Social Hub End User Licence Agreement (collectively "Terms") govern your use of Social Hub, which comprises all content and services accessible through Social Hub (including third party content and services), and (if applicable) the website where you accessed these Terms (collectively the "Service"). The Terms constitute an agreement between you and Samsung Electronics Co., Ltd., and its affiliates (collectively "Samsung") with respect to the Service. By using the Service, you agree to be legally bound to the Terms.

You are not allowed to use the Service if you do not agree to the Terms. To the extent permitted by applicable law, Samsung reserves the right to modify, update, supplement, revise or otherwise change the Terms, and to impose new or

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Samsung may provide you with notice of the Amendments by sending an email message to the email address listed in your account information (if any), or by posting the notice on the Social Hub website.

Such Amendments will be effective immediately and incorporated into the Terms upon sending or posting of such notice. You are responsible for regularly reviewing the Terms. Your continued use of the Service will be deemed to constitute your acceptance of any and all such Amendments.

## **Eligibility**

To use the Service, you must be at least sixteen (16) years of age. If you are at least sixteen (16) years of age but are a minor for legal purposes where you live, you must review the Terms and have your parent or legal guardian accept the Terms on your behalf in order for you to use the Service. The person accepting the Terms on your behalf must be legally competent.

### Your Information

When required to provide information in connection with your use of the Service, you agree to provide truthful and complete information. Providing misleading information about your identity is forbidden. When you first use the Service, you may be required to create a username and a password.

You (and your parent or legal guardian, if you are a minor) are personally responsible for any use of the Service with your username and password.

You agree to take due care in protecting your username and password against misuse by others and promptly notify Samsung about any misuse.

### Termination of Service

Samsung may terminate or restrict your access to certain parts of the Service if there is an indication that you have breached the Terms or at any time in its sole discretion.

### Your Material

Except as set forth in the Social Hub Privacy Policy, Samsung shall not be responsible for any removal of the information or content you have submitted in the course of using the Service ("Material") when your access to the Service is

terminated. Your submission of Material in the course of using the Service does not transfer ownership rights in the Material to Samsung. After the Material is removed from the Service by either you or Samsung, some traces of the Material may remain and copies of the Material may still reside within the servers used in providing the Service. However, Samsung does not claim ownership in your Material.

You represent and warrant that you have obtained any consents, permission or licenses that may be required for you to have the legal right to submit any Material. Samsung reserves the right to terminate your access to the Service if Samsung determines, at its sole discretion, that you have repeatedly submitted infringing Materials to the Service.

### **Using the Service**

You agree to:

- Use the Service only for your private, non-commercial purposes;
- Comply with applicable laws, the Terms and good manners:
- International number of the street of the st libelous or other inappropriate Material:
  - Respect the privacy of others:

- Obtain any consents, permission or licenses that may be required for you to have the legal right to submit any Material; and
- Not distribute or post spam, unreasonably large files, chain letters, pyramid schemes, viruses or any other technologies that may harm the Service, or the interest or property of the Service users.

Unauthorized use of the Service (including any use in contravention of the Terms) is prohibited and may result in criminal prosecution and/or civil liability.

You and any third party directed by You must not display,

### Restrictions

copy, store, modify, sell, publish or redistribute the Service (whether all or any portion of it), and such displaying, copying, storing, modification, sale, publishing and redistribution shall be prohibited unless you have obtained all necessary rights and permissions from Samsung and the owners and right holders of such the Service or relevant part. You must not use the Service for any purposes other than those permitted under the Terms. Without limiting this restriction, you must not use the service for any illegal purposes, to make unsolicited offers or advertisements, to impersonate or falsely claim affiliation with any person or

entity, to misrepresent, harass, defraud or defame others, to post obscene or unreasonably offensive material, to negatively present the Service, nor for any commercial purposes.

Except as expressly permitted by the Terms, and except to the extent that applicable laws prevent Samsung from restraining you from doing so, you are not allowed to disassemble, reverse engineer, tamper with the Service, transmit malicious code or collect information of other users through the Service.

You may not take any action to interrupt the functionality of or tamper with the Service or any content or service contained in or provided through the Service, or any servers used in providing the Service, or to unreasonably affect others' enjoyment of the Service in any way.

### **Actions Required by Law**

Samsung may need to comply with lawful interception and/or data retention requirements imposed by your country of residence or any other country in which you use the Service. Samsung may restrict access to any part of the Service or terminate your access to the Service, at any time in its sole discretion if required by law or by the relevant authorities or regulatory agencies to do so.

### **Third Party Sites and Content**

The Service may allow access to sites on the Internet that are owned or operated by third parties. Access to such sites does not imply that Samsung endorses the site or the conduct, products or services on the site. Upon accessing any such site, you must review and agree to the rules of use of the relevant site before using the site.

You acknowledge and agree that Samsung has no control over the content, products or services of third-party sites and does not assume any responsibility for or in respect of such content, products or services. Third party content and services may be terminated or interrupted at any time, and Samsung makes no representation or warranty that any content or service will remain available for any period of time. Samsung expressly disclaims any responsibility or liability for any interruption or suspension of any third party content or service.

In addition, Samsung is neither responsible nor liable for customer service related to third party sites. Any question or request for service relating to third party sites should be made directly to the relevant site operator.

### **Subscription Information**

Use of the Service may involve transmission of data through your service provider's network. Your network service provider may charge you for such data transmission. Samsung assumes no responsibility for the payment of any such charges.

### **Availability**

The Service may be network dependent - contact your network service provider for more information. Samsung reserves the right, in its sole discretion, to change, improve and correct the Service. The Service may not be available during maintenance breaks and other times. Samsung may also decide to discontinue the Service or any part thereof in its sole discretion. In such case you will be provided with prior notification.

Samsung does not represent or warrant that the Service, or any part thereof, is appropriate or available for use in any particular jurisdiction. If you choose to access the Service, you do so on you own initiative and at you own risk, and you are responsible for complying with all US federal, state and local laws, rules and regulations.

### **Dealings with Others**

You may interact with other users on or through the Service. You agree that any such interactions do not involve Samsung and are solely between you and the other user(s).

## **Intellectual Property**

The Service and related software are protected under international copyright laws and you are hereby notified that copyrights are claimed by Samsung.

Subject to the Terms, Samsung retains all right, title and interest in the Service and in all Samsung's products, software and other properties provided to you or used by you through the Service.

### **Personal Data**

The Social Hub Privacy Policy and the following additional provisions govern the use of your personal information. When you access the Service, Samsung may ask for or otherwise collect certain personal information such as your email address along with your user name and password and, in certain cases, your mobile phone number so that we can communicate with you, for example to send notifications of incoming messages. When you use the Service, certain technical information such as the type and serial number of your mobile device, Internet protocol address, your mobile

network and country codes, timezone, technical details of your client as well as your transactions with Samsung, for example your acceptance of the Terms, will be automatically collected by Samsung.

The purposes for which Samsung may use such data are explained in the Social Hub Privacy Policy. Samsung may also participate with your selected service providers in maintaining your contact lists.

The third party services and content you access through the Service and the telecommunications carriers and the network through which you access the Service are provided and hosted by your selected third party content and service providers who typically has a privacy policy of its own. We recommend you familiarize yourself with your service provider's privacy policy. Samsung is not responsible for the privacy or any other practices of such service providers. Although your messages will be transmitted through Samsung's servers, Samsung will not process the content or headers of your messages for any purpose other than as necessary to deliver and manage your messages, unless otherwise required by law.

In connection with certain services accessible via the Service, Samsung may cooperate with your operator and other third parties. Samsung may receive from such third parties certain device specific non-personal information, such as device serial number of the devices sold by the operator with preinstalled software for the Service, Such information may be used for aanalyzing the activation of the Service.

### LIMITATION OF LIABILITY

THE SERVICE IS PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY THE LAW AND SUBJECT TO THE TERMS, SAMSUNG DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR FRROR OR VIRUS-FRFF.

TO THE FULLEST EXTENT PERMITTED BY THE LAW AND SUBJECT TO THE TERMS, NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS IN THE PROVISIONS IN THE TERMS, THIS DOES NOT AFFECT OR FOR A PARTICULAR PURPOSE, IS MADE IN RELATION TO THE AVAILABILITY, ACCURACY, RELIABILITY, OF THE SERVICE, INCLUDING ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICE, YOU EXPRESSLY AGREE AND

ACKNOWLEDGE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT YOU MAY BE EXPOSED TO CONTENT FROM VARIOUS SOURCES.

SAMSUNG SHALL NOT BE HELD RESPONSIBLE FOR ANY THIRD PARTY CONTENT OR SERVICE THAT MAY BE ACCESSED THROUGH THE SERVICE, NOR SHALL SAMSUNG BE HELD RESPONSIBLE FOR MALICIOUS CODE CONTAINED. ON OR DISTRIBUTED THROUGH BY THIRD PARTIES.

YOU ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES. LOSSES, COSTS, OR HARM ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE. TO THE EXTENT PERMITTED BY LAW. EXCEPT FOR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, SAMSUNG DISCLAIMS ALL LIABILITIES WITH RESPECT TO YOUR USE OF THE SERVICE (INCLUDING DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES).

IF THERE IS A CLAIM THAT WE HAVE BREACHED ANY OF THE INVALIDATE THE OTHER PROVISIONS.

CERTAIN STATUTORY PROVISIONS UNDER APPLICABLE LAW MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS UPON SAMSUNG WHICH CANNOT BE

EXCLUDED. RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THE TERMS MUST BE READ SUBJECT TO THESE STATUTORY PROVISIONS, IF THESE STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH SAMSUNG IS ABLE TO DO SO. SAMSUNG LIMITS ITS LIABILITY UNDER THOSE PROVISIONS TO, AT ITS OPTION, IN THE CASE OF SERVICES (A) THE SUPPLYING OF THE SERVICES AGAIN; OR (B) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND, IN THE CASE OF GOODS, (A) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (B) THE REPAIR OF THE GOODS; (C) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (D) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED.

### Indemnification

You agree to defend, indemnify and hold harmless Samsung from and against any and all third party claims and all liabilities, assessments, losses, costs of damages resulting of the from or arising out of i) your breach of the Terms, ii) your infringement or violation of any intellectual property, other rights or privacy of a third party, iii) misuse of the Service by

a third party where such misuse was made possible due to your failure to take reasonable measures to protect your username and password against misuse.

### **Choice of Law**

Except where prohibited by applicable law or provided otherwise herein, the Terms shall be governed by the laws of the State of New York without regard to its conflict of law provisions.

You and Samsung agree to submit to the non-exclusive jurisdiction of the competent courts in the State of New York to resolve any legal matters arising from the Terms. Notwithstanding this, you agree that Samsung shall still be allowed to apply for injunctive remedies (or equivalent type of urgent legal relief) in any jurisdiction.

### Miscellaneous

The Terms (including all documents comprising the Terms) constitute the entire agreement between you and Samsung, and supersedes any prior agreement between you and Samsung, with respect to your use of the Service. Your use of any third-party content or service accessed via the Service will be governed by the terms and conditions furnished with, and applicable to that content or service. If any provision of the Terms is held invalid, illegal or unenforceable, that

portion of the Terms shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portion of the Terms shall remain in full force and effect. Samsung's failure to enforce any right or provision of the Terms will not constitute a waiver of such provision, or any other provision of the Terms.

Samsung will not be liable or responsible for any failure to fulfill any of its obligations under the Terms which failure is due to any cause or condition beyond the reasonable control of Samsung. If there is any conflict between these Social Hub Terms and Conditions and the Social Hub Privacy Policy, the provisions of these Social Hub Terms and Conditions shall prevail. The provisions of the Terms that are intended to or by their nature should survive termination of your use of the Service shall remain valid after any such termination.

## **Social Hub Privacy Policy**

Samsung Electronics Co., Ltd. ("Samsung") is committed to protecting the online privacy of visitors, users and customers to our Social Hub service. This privacy policy ("Privacy Policy") forms part of the Terms which govern your use of Social Hub(excluding any third party content and services), and (if applicable) the website where you accessed this

Privacy Policy, (collectively, the "Service"). The purpose of the Privacy Policy is to inform you about the types of information we gather about you when you access or use the Service, how we may use that information, and if and how we disclose it to third parties.

All users of the Service are required to provide true, current, complete and accurate personal information when prompted and we will reject and delete any entry that we believe in good faith to be incorrect, false, falsified, or fraudulent, or inconsistent with or in violation of the Privacy Policy.

We will provide you with an opportunity to give your consent in relation to your use of the Service. Separate from such consent, your access or use of the Service will be construed as your acceptance of the Privacy Policy and of our collection, use, disclosure, management and storage of your personal information as described below. We may, from time to time, transfer or merge any personal information collected off-line to our online databases or store off-line information in an electronic format. We may also combine personal information we collect online with information available from other sources, including information received from our affiliates, marketing companies, or advertisers. This Privacy Policy covers all such personal information and will remain in full force and effect as long as you are a user of the Service,

even if your use of or participation in any particular service, feature, function or promotional activity terminates, expires, ceases, is suspended or deactivated for any reason.

## INFORMATION THAT WE COLLECT

### **Personal Information**

We may request that you supply us with "personal" information, such as your name, e-mail address, mailing address, home or work telephone number in the course of you accessing or using the Service, such as via registration forms, surveys, and polls. In each such case, you will know what categories of information we collect because you will actively provide the information to us. You may not be able to fully utilize all of the features or components of the Service if you choose not to provide certain information. If you do choose to give us personal information through the Service, we will collect and retain that information.

### **Non-Personal Information**

When you use the Service, we may also collect "non-personal" information. We consider "non-personal information" to be information that, by itself, cannot be used to identify or contact you personally, such as demographic information (your age, gender, income, education,

profession, zip code, etc.). Non-personal information may also include technical information, such as your IP address and other anonymous data involving your use of the Service. Non-personal information may also include information that you provide us through your use of the Service, such as the terms you enter into the search functions of Social Hub, mail inbox and instant messenger. We reserve the right to use or disclose non-personal information in any way we see fit.

## **USE OF INFORMATION WE COLLECT**

### **Our Services**

We use your personal information to provide you with any services that you may request or require, to communicate with you and to allow you to participate in online surveys. We use aggregated non-personal information about our users to understand the demographics of users of the Service, such as the percentage of male and female users, the geographic distribution of our users, the age ranges of our users, a combination of these and/or other demographics. We may also use the personal or non-personal information we collect to analyze how Service is being used, and to improve the content of the Service, and for marketing and promotional efforts.

#### E-mail Communications

If you send us an e-mail with questions or comments, we may use your personal information to respond to your questions or comments, and we may save your questions or comments for future reference. Aside from our reply to such an e-mail, it is not our standard practice to send you e-mail unless you request a particular service that involves e-mail communications. However, you consent to us contacting you by e-mail, and sending you information about products and services which we believe may be of interest to you. You may have the opportunity to subscribe to an electronic newsletter in which case information about the Service or our advertisers will be sent to your e-mail address. We will provide you with the option to change your preferences and opt-out of receiving those communications. You may request at any time that we not e-mail you in future by clicking the "unsubscribe" link which is included at the bottom of any e-mail that you receive from us. If you unsubscribe, we will make reasonable efforts to discontinue e-mail communications to you as soon as practicable.

# DISCLOSURE OF INFORMATION TO THIRD PARTIES

### **Aggregate Information**

Except as specifically set forth in this Privacy Policy, we do not share your personal information with any third party without your permission. We may disclose aggregate information, such as demographic information, and our statistical analyses to third parties, including advertisers or other business partners. This aggregate information does not include your personal information.

### Service Providers

We sometimes engage unaffiliated businesses to assist us in providing you certain services. For example, we may use third parties to provide advertising, marketing and promotional assistance, provide e-mail services, or facilitate our online services. In those instances, we may need to share your personal information with them.

We require these companies to use your personal information only to provide the particular product or service and do not authorize them to use your personal information for any other reason. We sometimes offer promotions in conjunction with a third party sponsor.

If you choose to participate in those promotions, we may share your information with the sponsor if they need it to send you a product or other special promotion they offer.

### **Third Party Advertisers**

We may use third-party advertising companies to deliver specific advertisements to you. These companies may collect non-personal information about your visits to Social Hub in order to provide advertisements about products and services that may be of interest to you.

These companies may also aggregate your non-personal information for use in targeted advertising, marketing research, and other similar purposes. These companies may place their own cookies on your computer. If you want to prevent a third-party advertiser from collecting and using this information, you may visit each third party advertiser's website directly and opt-out.

### **Other Disclosures**

We may disclose personal information when we are required or requested to do so by law, court order or other government or law enforcement authority or regulatory agency; to enforce or apply our rights and agreements; or when we believe in good faith that disclosing this information is necessary or advisable, including, for example, to protect the rights, property, or safety of the Service and Samsung, our users. or others.

### **CHILDREN**

The Service is not designed for use by children without their parent's supervision. We ask that anyone under the age of sixteen (16) not submit any personal information through the Service. We do not knowingly collect any personal information from children under the age of eighteen, and therefore we do not knowingly distribute such information to third parties.

# SECURITY OF THE INFORMATION WE COLLECT

The security of your personal information is important to us. We maintain physical, electronic, and procedural safeguards to secure your personal information. However, there is always some risk in transmitting information electronically. The personal information we collect is stored within databases that we control.

As we deem appropriate, we use security measures consistent with industry standards, such as firewalls and encryption technology, to protect your information. However,

we cannot guarantee the security of our databases, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet.

# CHAT ROOMS AND OTHER PUBLIC AREAS

Our third party service and content providers may offer chat, user reviews, bulletin boards, or other public functions and any posting by you is considered public information available to other users. Any posting is governed in accordance with the third party service and content providers' terms and conditions. You should take care not to use personal information in your screen name or other information that might be publicly available to other users.

### **Archived Information**

We maintain archives of web logs, database, and other systems and information in relation to the Service. Please note that it is possible some of this information may remain archived after we delete the information from its active database. We maintain archives for disaster recovery, legal and other non-marketing purposes.

## How can I update my profile?

You can help us maintain the accuracy of your profile by notifying us when you change zip/postal code, country of residence, age range, or e-mail address. If at any time you wish to update your information or stop receiving communication from us, sign in to the Service and then select 'update your profile' to change your preferences.

### **CONTESTS AND SWEEPSTAKES**

Registration may be required to enter promotions such as contests and sweepstakes on Social Hub. These registration or entry processes may require your submission of personal information such as your first and last name, street address, city, state and zip code, e-mail address, telephone number and date of birth. The entry page and/or rules for the promotion will provide the specific requirements for the promotion. You may also have the opportunity to opt-in to special offers from our advertisers in connection with these promotions.

# ACCURACYOFTHE INFORMATION WE COLLECT

Any questions you may have regarding this Privacy Policy, the accuracy of your personal information or the use of your personal information, or any requests that we correct, update, or remove your information in our databases, should be directed via e-mail to s.dufresne@Samsung.com, or via regular mail to:

Samsung Telecommunications America, LLC 1301 E. Lookout Drive, Richardson, TX 75082 Attn: Customer Support Department

After receiving a request to change your information, we will make reasonable efforts to ensure that all of your personal information stored in databases we actively use to operate the Service will be updated, corrected, changed or deleted, as appropriate, as soon as reasonably practicable. However, we reserve the right to retain in our archival files any information we remove from or change in our active databases. We may retain such information to resolve disputes, troubleshoot problems and enforce our Terms. In addition, it is not technologically possible to remove each and every record of the information you have provided to us. A copy of your personal information may exist in a non-erasable form that will be difficult or-impossible for us to locate.

### **CHANGES TO PRIVACY POLICY**

This Privacy Policy is effective as of May 29, 2010 and complies with Samsung's Corporate Privacy Policy. We reserve the right to change this Privacy Policy at any time, and will post any such changes to this Privacy Policy on the Social Hub website. Please refer back to the Social Hub website on a regular basis to obtain the most up to date Privacy Policy.

## Social Hub End User License Agreement

### 1. SOCIAL HUB

This end user license ("License") allows you to use Social Hub ("Software") made available on your mobile device. This License is a legally binding agreement between you and Samsung Electronics Co. Ltd. the ("Licensor").

### 2. LICENSE

2.1 Licensor grants you for the term of this License a limited, personal, non-exclusive, non-transferable license to use the Software in object code executable only form on a single device for non-commercial uses.

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

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- 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**

The Software 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 License to provide technical or other support to you.

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- 6.1.2 for fraud; or
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AGAINST ANY OTHER PARTY TO THE EXTENT THAT SAMSUNG WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM.

- 6.5 You acknowledge that the above provisions of this clause 6 are reasonable for the Software and you will accept such risk and/or insure accordingly.
- 6.6 Any rights that you have as a consumer are not affected by this clause 6.

### 7. TERM AND TERMINATION

- 7.1 This License shall commence upon the earlier of your acceptance of this License or your activation of the Software and shall continue until terminated in accordance with clause 7.2 or otherwise in accordance with this License.
- 7.2 This License will terminate automatically if you fail to comply with any term or condition of this License or if you cease to use the Software for any reason.
- 7.3 Upon termination of this License for any reason whatsoever Licensor retains the right to permanently disable your access to the Software.

7.4 The termination of this License 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 License 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 License or of any term of this License will be governed by the laws of the State of New York
- 8.2 The courts in New York City will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this License. The parties irrevocably agree to submit to that jurisdiction.

### 9. COMPLIANCE WITH APPLICABLE LAW

You acknowledge and agree that notwithstanding the fact that this License 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 Software. You will comply with the laws of any jurisdiction that apply to the Software, including without limitation any applicable export laws or regulations.

### 10.GENERAL

- 10.1 If any clause or part of this License 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 License and will be ineffective without, as far as is possible, modifying any other clause or part of this License and this will not affect any other provisions of this License 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 parties to this License do not intend that any of its terms will be enforceable by any person not a party to it.
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