

Terms & Conditions/ Health & Safety Information

Read this document before operating the mobile device, accessories, or software (defined collectively and individually as the "Product") and keep it for future reference. This document contains important Terms and Conditions. Electronic acceptance, opening the Product packaging, use of the Product, or retention of the Product constitutes acceptance of these Terms and Conditions.

Revised 05/19/18

- Arbitration Agreement
- Standard Limited Warranty
- End User License Agreement (EULA)
- Health & Safety Information



GH68-XXXXXX

Printed in XXXXX

Table of Contents

Important Legal Information.....	4
Intellectual Property.....	5
Open Source Software.....	6
Modification of Software	6
Disclaimer of Warranties; Exclusion of Liability.....	7
Section 1: Arbitration Agreement.....	9
Section 2: Standard Limited Warranty.....	14
What is covered and for how long?	14
What is not covered?	15
What are Samsung's obligations?	16
What must you do to obtain warranty service?	17
What are the limits on Samsung's liability? ..	18
Severability	20
Precautions for Transfer and Disposal	20

Section 3: SmartThings Terms of Service.....	24
Section 4: Health & Safety Information	42
Maintaining Water and Dust Resistance	42
Specific Absorption Rate (SAR) Certification Information	44
FCC Part 15 Information and Notices	47
FCC Notice	49
Samsung Mobile Products and Recycling	49
GPS & AGPS	50
Your Location	51
Use of AGPS in Emergency Calls	51
Navigation	52
Device Temperature	53
Restricting Children's Access to Your Mobile Device	54

Important Legal Information

READ THIS INFORMATION BEFORE USING YOUR DEVICE.

Arbitration Agreement - This Product is subject to a binding arbitration agreement between you and SAMSUNG ELECTRONICS AMERICA, INC. ("Samsung"). You can opt out of the agreement within 30 calendar days of the first consumer purchase by emailing optout@sea.samsung.com or calling 1-800-SAMSUNG (726-7864) and providing the applicable information. For complete terms and conditions that bind you and Samsung, refer to the "Arbitration Agreement" section of this document. THESE TERMS OF SERVICE ("TOS") ARE A LEGAL AGREEMENT BETWEEN YOU AND SAMSUNG ELECTRONICS CO., LTD. ("SAMSUNG") FOR THE SMARTTHINGS TRACKER SERVICE AND ANY RELEVANT SOFTWARE OR DOCUMENTATION THEREOF (COLLECTIVELY, THE "SERVICE") PROVIDED BY SAMSUNG, ITS AFFILIATES, ITS THIRD PARTY SUPPLIERS, AND/OR LICENSORS. BY INSTALLING OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TOS, INCLUDING THE DISPUTE RESOLUTION PROVISION. IF YOU DO NOT AGREE TO THE TOS, DO

NOT INSTALL OR USE THE SERVICE. IF THESE TOS CHANGE AND YOU CONTINUE TO USE THE SERVICE OR FAIL TO UNINSTALL THE SERVICE FOLLOWING ANY SUCH CHANGE, YOU AGREE TO BE BOUND BY THE TOS. IF YOU DO NOT AGREE TO THE TOS CHANGE, YOU MUST STOP USING THE SERVICE.

Intellectual Property

All Intellectual Property, as defined below, owned by or which is otherwise the property of Samsung or its respective suppliers relating to the Product, including but not limited to, accessories, parts, or software relating thereto, is proprietary to Samsung and protected under federal laws, state laws, and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship.

You may not infringe or otherwise violate the rights secured by the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from the software.

No title to or ownership in the Intellectual Property is transferred to you. All applicable rights of the Intellectual Property shall remain with Samsung and its suppliers.

Open Source Software

Some software components of this Product, including but not limited to 'PowerTOP' and 'e2fsprogs', incorporate source code covered under GNU General Public License (GPL), GNU Lesser General Public License (LGPL), OpenSSL License, BSD License and other open source licenses. To obtain the source code covered under the open source licenses, please visit:

<http://opensource.samsung.com>.

Modification of Software

Samsung is not liable for performance issues or incompatibilities caused by your editing of registry settings, or your modification of Operating System (OS) software. Using custom OS software may cause your Product and applications to work improperly. Your carrier may not permit users to download certain software, such as custom OS.

Disclaimer of Warranties; Exclusion of Liability

The information below explains that a user accepts this Product as sold, including the hardware and software components as created and packaged for sale. If the user changes these parameters through a unique modification, Samsung will not be held responsible for damages or issues that result from these end-user changes.

Except as set forth in the Standard Limited Warranty that accompanies the Product, the purchaser takes the Product “as is”, and Samsung makes no express or implied warranty of any kind whatsoever with respect to the Product, including but not limited to the:

- merchantability of the Product or its fitness for any particular purpose or use;
- design, condition or quality of the Product;
- performance of the Product;
- workmanship of the Product or the components contained therein; or
- compliance of the Product with the requirements of any law, rule, specification or contract pertaining thereto.

Nothing contained in the User Manual or any other document shall be construed to create an express

or implied warranty of any kind whatsoever with respect to the Product. In addition, Samsung shall not be liable for any damages of any kind resulting from the purchase or use of the Product or arising from the breach of the express warranty, including incidental, special or consequential damages, or loss of anticipated profits or benefits.

Samsung Electronics America, Inc.

85 Challenger Road

Ridgefield Park, NJ 07660

Phone: 1-800-SAMSUNG (726-7864)

Internet: www.samsung.com

©2018 Samsung Electronics America, Inc. Samsung is a registered trademark of Samsung Electronics Co., Ltd.

Section 1: Arbitration Agreement

THIS IS A BINDING LEGAL AGREEMENT (“AGREEMENT”) BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) AND SAMSUNG ELECTRONICS AMERICA, INC. (“SAMSUNG”). ELECTRONIC ACCEPTANCE OF THE AGREEMENT, OPENING THE PRODUCT PACKAGING, USE OF THE PRODUCT, OR RETENTION OF THE PRODUCT CONSTITUTES ACCEPTANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER YOU ARE THE ORIGINAL PURCHASER, USER, OR OTHER RECIPIENT OF THE PRODUCT.

YOU AND SAMSUNG EACH AGREE THAT ALL DISPUTES BETWEEN YOU AND SAMSUNG RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE STANDARD LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCT 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. The AAA Rules are available online at **adr.org** or by calling the AAA at 1-800-778-7879. This Agreement is entered into pursuant to the Federal Arbitration Act. This Agreement is entered into pursuant to the Federal Arbitration Act. The laws of the State of New York, without reference to its choice of law principles, shall govern the application and interpretation of the Agreement and all disputes that are subject to this Agreement. The arbitrator shall decide all issues of interpretation and application of this Agreement. 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 to the extent allowed by the applicable law. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

This Agreement also applies to claims against Samsung's employees, representatives, parents and other affiliates if any such claim relates in any way to or arises in any way from the Standard Limited Warranty or the Product's sale, condition or performance.

You may opt out of this Agreement 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@sea.samsung.com, with the subject line: "Arbitration Opt Out." You must include in the opt-out email (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 1-800-SAMSUNG (726-7864) 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 Agreement.

Opting out of this Agreement will not affect in any way the benefits to which you would otherwise be entitled, including the benefits of the Standard Limited Warranty.

Section 2: Standard Limited Warranty

What is covered and for how long?

SAMSUNG ELECTRONICS AMERICA, INC.

("SAMSUNG") warrants that this Product is free from defects in material and workmanship under normal use and service for the warranty period. The warranty period commences upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

- Device: 1 Year
- Batter(ies)*, including Internal Batteries: 1 Year
- Other Accessories*: 1 Year

*If applicable.

What is not covered?

This Standard Limited Warranty is conditioned upon proper use of the Product. This Standard 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; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by Samsung, including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this limited warranty; (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 Standard Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Standard 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 device 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 Standard Limited Warranty, Samsung will repair or replace the Product, at Samsung's sole option, without charge. Samsung may, at Samsung's sole option, use rebuilt, reconditioned,

or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.

Repaired/replaced cases, pouches and holsters 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 Standard 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. Except to any extent expressly allowed by applicable law, transfer or assignment of this Standard Limited Warranty is prohibited.

What must you do to obtain warranty service?

To obtain service under this Standard Limited Warranty, you must return the Product to an authorized phone service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase by the first consumer purchaser, 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 1-800-SAMSUNG (726-7864). If Samsung determines that any Product is not covered by this Standard Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You 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 Standard 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 equipment rests solely with the user and the direct vendor, owner or supplier of such third-party software or equipment.

Nothing contained in the User Manual or any other document shall be construed to create an express warranty of any kind with respect to the Product. No agent, employee, dealer, representative or reseller is authorized to modify or extend this

Standard Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of Samsung regarding the Products or this Standard Limited Warranty.

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

Severability

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

No reproduction in whole or in part allowed without prior written approval. Specifications and availability subject to change without notice.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT ADDITIONAL WARRANTIES OF ANY KIND FROM SAMSUNG, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG DISCLAIMS ALL WARRANTIES OR OTHER TERMS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF

VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAMSUNG OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY SAMSUNG OF WARRANTY REGARDING THE SERVICE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM SAMSUNG. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. SAMSUNG DOES NOT GUARANTEE OR WARRANT THAT ANY INFORMATION, DATA OR CONTENT YOU MAY TRANSFER, STORE OR ACCESS THROUGH USE OF THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL, AND SAMSUNG SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR.

IT IS SOLELY YOUR RESPONSIBILITY TO MAINTAIN
APPROPRIATE ALTERNATE BACKUP OF YOUR
INFORMATION AND DATA.

Section 3: SmartThings Terms of Service

IMPORTANT – PLEASE READ CAREFULLY BEFORE USING THE SERVICE (DEFINED BELOW). THESE TERMS OF SERVICE (“TOS”) ARE A LEGAL AGREEMENT BETWEEN YOU AND SAMSUNG ELECTRONICS CO., LTD. (“SAMSUNG”) FOR THE SMARTTHINGS TRACKER SERVICE AND ANY RELEVANT SOFTWARE OR DOCUMENTATION THEREOF (COLLECTIVELY, THE “SERVICE”) PROVIDED BY SAMSUNG, ITS AFFILIATES, ITS THIRD PARTY SUPPLIERS, AND/OR LICENSORS. BY INSTALLING OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TOS, INCLUDING THE DISPUTE RESOLUTION PROVISION. IF YOU DO NOT AGREE TO THE TOS, DO NOT INSTALL OR USE THE SERVICE. IF THESE TOS CHANGE AND YOU CONTINUE TO USE THE SERVICE OR FAIL TO UNINSTALL THE SERVICE FOLLOWING ANY SUCH CHANGE, YOU AGREE TO BE BOUND BY THE TOS. IF YOU DO NOT AGREE TO THE TOS CHANGE, YOU MUST STOP USING THE SERVICE.

1. SERVICE

The SERVICE aims to enable users to check the location of a SmartThings Tracker device ("Tracker").

To use the SERVICE, you need to have a Samsung Account ("Account") and install "SmartThings" application ("Application") in your smartphone or tablet ("Device"), and accept the terms and Conditions provided therewith. Your use of the SERVICE is also subject to such terms and condition. In the event of any conflict between these TOS and such terms and conditions, these TOS will prevail with respect to the SERVICE and your use thereof.

To use this SERVICE, you need to purchase an applicable data plan from relevant carriers. Your Tracker's network service is solely managed by the carrier independently of the SERVICE, and governed by the applicable terms and conditions of your carrier. Your carrier may charge data fees when your Tracker accesses its network.

You bear sole responsibility for, including any liability that may arise out of, or in relation to your use of SERVICE and the subject of whose location

you track with the SERVICE. You must comply with all applicable laws in connection with your use of the SERVICE and shall not participate in any illegal activities including violating others' rights. In the event that the location of other person is tracked via the SERVICE, you must clearly inform such other person in advance of the fact that his or her location is tracked, obtain such other person's consent (in case of a Minor (defined below), consent of a parent or legal guardian), and only then use the SERVICE to track such person. In the event you invite other users to gain access to the location of other person via the SERVICE, you must also inform such other person of the list of people who can track his or her location via the SERVICE, and obtain such person's prior consent (in case of a Minor (defined below), prior consent of a parent or legal guardian).

Location data provided by the SERVICE may be erroneous, inaccurate, incomplete or time-delayed. THE SERVICE is not intended and must not be used, for emergency or life saving purposes or in any other situations where incorrect location data or other failure of the SERVICE may result in person's death, bodily injury, property damage or any other similar harm. SAMSUNG shall not be responsible for

any unavailability of the SERVICE resulting from the network service provided by your carrier.

The services and features provided by the SERVICE or Update (defined below) thereto may vary or be limited depending on certain factors, including, without limitation, your country, Device model, operating system, or network operator.

If you are under the age of 18, you are not permitted to enter into these TOS or use the SERVICE unless your parent or legal guardian understands and consents to the terms and conditions of these TOS. If you are a parent or legal guardian permitting a person under the age of 18 ("Minor") to use the SERVICE, you agree to: (i) supervise the Minor's use of the SERVICE; (ii) assume all risks associated with the Minor's use of the SERVICE, (iii) assume any liability resulting from the Minor's use of the SERVICE; (iv) ensure the accuracy and truthfulness of all information submitted by the Minor or, if required by the laws of your jurisdiction, submit all required information truthfully and accurately on behalf by the Minor; and (v) assume responsibility and are bound by these TOS for the Minor's access and use of the SERVICE.

2. Grant of License

Subject to the terms and conditions of these TOS, you are granted a limited, non-exclusive, and revocable license to install, access and use the SERVICE.

3. Reservation of Rights and Ownership

This SERVICE includes software and data provided by third parties. You acknowledge that the SERVICE is proprietary to Samsung and its licensors, and protected under applicable copyright and other intellectual property laws and treaties. These TOS and your use of the SERVICE do not grant you any ownership interest in or to the SERVICE, and you are granted only a limited license to use the SERVICE that is revocable in accordance with the terms of these TOS. You may not use the SERVICE to reproduce copyrighted materials, or materials you do not have the right or legal approval for reproduction.

Except for private and non-commercial use, none of the contents of the SERVICE may be copied, reproduced, distributed, republished, downloaded, displayed, posted electronically or mechanically, transmitted, recorded, in any manner, photocopied or reproduced without prior written consent of Samsung or its partner.

Any other use of the SERVICE, including any commercial use, modification, distribution or republication without prior written consent of Samsung is strictly prohibited.

4. Restrictions

Except to the extent that mandatory local law requires that you be able to do so, you may not (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of the SERVICE; (ii) modify or disable any features of the SERVICE; (iii) create derivative works based on the SERVICE; (iv) rent, lease, lend, sublicense or provide commercial hosting services with the SERVICE; (v) infringe our intellectual property rights or those of any third party in relation to your use of the SERVICE (to the extent that such use is not licensed by these TOS); (vi) use the SERVICE in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these TOS, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the SERVICE or any operating system; (vii) use the SERVICE in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; (viii)

collect or harvest any information or data from the SERVICE or our systems or attempt to decipher any transmissions to or from the servers running the SERVICE, (ix) disobey any technology control or export laws and regulations that apply to the technology used or supported by the SERVICE; or (x) harass, threaten or harm any other person.

5. Update, Change or Suspension of the SERVICE

Samsung may, at any time, provide or make available updates or upgrades to the SERVICE ("Updates"), including without limitation bug fixes, service enhancements, new features, deletion of existing functions, or modification of the SERVICE. Updates will be governed by these TOS unless separate terms and conditions are provided with such Updates, in which case those separate terms and conditions shall govern the Updates. Updates for security software or critical bug fixes or other important Updates may be automatically downloaded and installed given the importance of receiving such Updates in a timely manner to help protect you and other users.

Samsung expressly reserves the right to change, suspend, remove, limit the use of or disable the access to the SERVICE or any portion thereof at any time without notice or liability.

Without limiting the generality of the foregoing, if you do not use this SERVICE for more than one year, your SERVICE will be suspended automatically and your user data will also be deleted. You are required to sign up again to use the SERVICE.

6. Third Party Services and Content

Third party services and/or content may also be available to you through the SERVICE. To the extent permitted by law, Samsung disclaims any warranty, condition or representation in respect of any third party services or content in any aspects including, but not limited to, quality, accuracy, effectiveness, lack of viruses, non-infringement of third party rights and compliance of any applicable laws or regulations. The use of third party services and contents may be governed by such third party provider's terms of use, license agreement, privacy policy, or other such agreement. Certain portions of the SERVICE may be subject to open source licenses, in which the terms of such open source licenses may precede the terms and conditions of these TOS with respect to that portion of the SERVICE.

7. Internet Access

Some features of the SERVICE may require your DEVICE to have access to the internet and may be

subject to restrictions imposed by your network or internet provider. The SERVICE may access to internet through your mobile network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the SERVICE may be affected by the suitability and performance of your Device hardware or data access.

8. Compliance with Law

You agree to comply with any and all applicable laws and regulations in using the SERVICE, including, without limitation, all applicable export restriction laws and regulations.

9. Termination

These TOS are effective until terminated. You can terminate these TOS by ceasing your use of the SERVICE and uninstalling, deleting and returning all related software, documentations and other materials provided by Samsung, including backup copies thereof. Should you not comply with these TOS, your rights based on these TOS will be automatically terminated without notice from Samsung. Upon either your or Samsung's termination of these TOS, you must immediately cease all use of the SERVICE. For the purpose of clarity, Samsung may terminate at any time these

TOS and the SERVICE with notice to you (e.g., service website, pop-up through application, or email).

10. Standard Limited Warranty and Disclaimer of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT ADDITIONAL WARRANTIES OF ANY KIND FROM SAMSUNG, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG DISCLAIMS ALL WARRANTIES OR OTHER TERMS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAMSUNG

OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY SAMSUNG OF WARRANTY REGARDING THE SERVICE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM SAMSUNG. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. SAMSUNG DOES NOT GUARANTEE OR WARRANT THAT ANY INFORMATION, DATA OR CONTENT YOU MAY TRANSFER, STORE OR ACCESS THROUGH USE OF THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL, AND SAMSUNG SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR. IT IS SOLELY YOUR RESPONSIBILITY TO MAINTAIN APPROPRIATE ALTERNATE BACKUP OF YOUR INFORMATION AND DATA.

11. Limitation of Liability

11.1 SAMSUNG WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SERVICE OR ANY RELATED THIRD PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY,

INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND YOU AGREE THAT YOU WILL USE THE SERVICE AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR SOME OTHER TYPES OF LOSS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, SAMSUNG'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SERVICE OR RELATED THIRD PARTY APPLICATIONS, SHALL NOT EXCEED THE AMOUNT PURCHASER PAID FOR THE SERVICE. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN

IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11.2 You acknowledge that the above provisions of Section 11.1 are reasonable given the benefits of the SERVICE and you will accept such risk and/or insure accordingly.

12. Indemnification

The following text only applies if you use the SERVICE as part of your business, trade or profession: You agree to indemnify, defend, and hold harmless Samsung, its affiliates, its contractors, employees, and agents from any claims, losses, damages, liabilities (including legal fees and expenses) arising out of your use of the SERVICE, your violation of the rights of any third party, or any breach of these TOS.

13. Applicable Law

The TOS, including all revisions and amendments thereto, are governed by and construed in accordance with the laws of New York, without regard to its conflict or choice of law principles. The TOS shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Samsung may apply for injunctive remedies (or an equivalent form of urgent legal relief) in any jurisdiction.

14. Arbitration Agreement.

This is a legal agreement (“Agreement”) between you (either an individual or entity) and Samsung. Installing or otherwise using the SERVICE constitutes acceptance of this Agreement, regardless of whether you are the original purchaser, user, or other recipient of the SERVICE. You and Samsung each agree that, subject to Samsung’s right to apply for injunctive remedies set forth in Section 13 above, all disputes between you and Samsung relating in any way to or arising in any way from the Standard Limited Warranty or the sale, condition or performance of the SERVICE 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.

The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. This Agreement is entered into pursuant to the Federal Arbitration Act. The laws of the State of New York, without reference to its choice of law principles, shall govern the interpretation of the Agreement and all disputes that are subject to this Agreement. The arbitrator shall decide all issues of interpretation and application of this Agreement.

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 to the extent allowed by the applicable law. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

This Agreement also applies to claims against Samsung's employees, representatives, parents, and other affiliates if any such claim relates to or arises from the TOS, Standard Limited Warranty, or the SERVICE's sale, condition or performance.

You may opt out of this Agreement by providing notice to Samsung no later than 30 calendar days from the date of the first consumer purchaser's purchase or use of the SERVICE. To opt out, you must send notice by e-mail to optout@sea.samsung.com, with the subject line: "TOS Arbitration Opt Out." You must include in the opt out e-mail (a) your name and address; (b) the date on which the SERVICE was purchased or first used; (c) the Device model name or model number on which the SERVICE is used; 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).

15. Survival

Sections 2, 3, 10, 11 and 12 of these TOS, and any other provision that by its nature should continue to be in effect, shall survive the expiration or earlier termination of these TOS, and shall remain valid and binding.

16. Headings

The headings contained in these TOS are for reference purposes only and shall not affect the meaning or interpretation of these TOS.

17. No Waiver

The failure of SAMSUNG to enforce at any time any of the provisions of these TOS, or the failure by Samsung to require at any time performance by you of any of the provisions of these TOS, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of Samsung to enforce such provision thereafter.

The express waiver by Samsung of any provision, condition or requirement of these TOS shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

18. Entire Agreement

These TOS are the entire agreement between you and Samsung relating to the SERVICE and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SERVICE or any other subject matter covered by these TOS. If any provision of these TOS is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

19. Electronic Communications

When you use the SERVICE or send email(s) to Samsung, you are communicating electronically. You consent to receive communications from Samsung electronically by way of email or SMS. You agree that all agreements, notices, disclosures and other communications that Samsung provides to you electronically satisfy all legal requirements. In connection with your use of the SERVICES, Samsung may send you SERVICE announcements, administrative messages, and other information.

Section 4: Health & Safety Information

This section outlines important safety precautions associated with using your device. The term “device” is used in this section to refer to your device. **Read this information before using your device.**

For specific provisions or legal information relating to your device, please refer to the printed Terms & Conditions included with your device, or visit **www.samsung.com** and use the model number to locate the product support page.

Caution! If you feel discomfort while using the device, stop using it and remove it from your wrist. If your device becomes hot to the touch, please remove it until it cools.

Maintaining Water and Dust Resistance

This device is rated IP68 using the Ingress Protection rating system.

Your device has been tested in a controlled environment and shown to be water and dust resistant in certain circumstances (meets requirements of classification

IP68 as described by the international standard IEC 60529 - Degrees of Protection provided by Enclosures [IP Code]; test conditions: 15-35°C, 86-106 kPa, 5.0 feet, for 30 minutes). Despite this classification, your device is not impervious to water damage in any situation. It is important that all compartments are closed tightly. Follow these tips carefully to prevent damage to the device.

- Whenever your device gets wet, dry it thoroughly with a clean, soft cloth.
- Do not expose the device to salt water or ionized water, or to water over 5.0 feet deep for more than 30 minutes. If your device is exposed to fresh water, dry it thoroughly with a clean, soft cloth. If the device is exposed to any liquid other than fresh water, rinse the device with fresh water immediately and dry it thoroughly with a clean, soft cloth. Failure to rinse the device in fresh water and dry it as instructed may cause the device to suffer from operability or cosmetic issues.
- Do not expose the device to water at high pressure.

- If the device is dropped or receives an impact, the water and dust resistant features of the device may be damaged.
- The touchscreen and other features may not work properly if the device is used in water or in other liquids.

Specific Absorption Rate (SAR) Certification Information

Your 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 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 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 device while operating can be well below the maximum reported value. This is because the 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 device.

For more information about SAR, visit:

- <https://www.fcc.gov/general/radio-frequency-safety-0>
- www.fcc.gov/encyclopedia/specific-absorption-rate-sar-cellular-telephones

Before a new model 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 are performed in positions and locations (for example, at the ear, worn on the body, or worn on the wrist) as required by the FCC. Use of other accessories may not ensure compliance with FCC RF exposure guidelines. For typical operation, this device has been tested and meets FCC SAR guidelines. The FCC has granted an Equipment Authorization for this device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.

The FCC safety limit for extremity SAR is 4.0 W/ kg (10g) and head SAR is 1.6W/kg (1g).

This device has **FCC ID: A3LSMV110A** and Model Number: **SM-V110A**. The FCC ID is also printed somewhere on the mobile device. Depending on the device, you may need to remove the battery to find the FCC ID.

SAR information for this and other devices can be found on the FCC website at: www.fcc.gov/oet/ea/ Follow the instructions on the website to use the FCC ID to find SAR values for the device.

SAR information for this device can also be found on Samsung's website at: www.samsung.com/sar

FCC Part 15 Information and Notices

Caution! Any device that uses Bluetooth or Wi-Fi is subject to FCC Part 15. Any device with a power supply is subject to Part 15 which also covers both intentional radiators (Bluetooth and Wi-Fi) and unintentional radiators (such as emissions from power supplies and circuit boards).

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.

Caution! 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 interference 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.

FCC Notice

The 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.

Samsung Mobile Products and Recycling

Warning: Never dispose of batteries in a fire because they may explode. Samsung cares for the environment and encourages its customers to properly dispose of Samsung Mobile Devices and Samsung accessories in accordance with local regulations. In some areas, disposal of these items in household or business trash may be prohibited.

Proper disposal of your Mobile Device and its battery is not only important for safety, it benefits the environment.

We've made it easy for you to recycle your old Samsung Mobile Devices and batteries by working with respected take-back companies in every state in the country. Help us protect the environment - recycle!

For battery and cell phone recycling, go to call2recycle.org or call 1-800-822-8837.

In addition, most carriers will provide a take-back option for proper disposal of products when purchasing new products.

Dispose of other unwanted electronics through an approved recycler. To find the nearest recycling location, go to our website: www.samsung.com/recyclingdirect or call 1-877-278-0799.



GPS & AGPS

Certain Samsung Mobile Devices can use a Global Positioning System (GPS) signal for location-based applications. 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.

Certain Samsung Mobile Devices can also use an Assisted Global Positioning System (AGPS), which obtains information from the cellular network to improve GPS performance. AGPS uses your wireless service provider's network and therefore airtime, data charges, and/or additional charges may apply in accordance with your service plan. Contact your wireless service provider for details.

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.

Use of AGPS in Emergency Calls

When you make an emergency call, the cellular network may activate AGPS technology in your mobile device to tell the emergency responders

your approximate location.

AGPS has limitations and **might not work in your area.**

Therefore:

- Always tell the emergency responder your location to the best of your ability; and
- Remain on the mobile device for as long as the emergency responder instructs you.

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.

Device Temperature

Caution! Some applications or prolonged usage may increase device temperature. Prolonged skin contact with a device that is hot to the touch may produce skin discomfort or redness, or low temperature burns. If the device feels hot to the touch, discontinue use and close all applications or turn off the device until it cools. Always ensure that the device has adequate ventilation and air flow. Covering the device can significantly affect air flow, may affect the performance of the device, and poses a possible risk of fire or explosion, which could lead to serious bodily injuries or damage to property. Covering the device can trap any dissipating heat and redirect it back to the device while it's active. Although the device might not currently be in full use, background applications and functions can generate heat that can accidentally be trapped when covered.

Restricting Children's Access to Your Mobile Device

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

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