

TERMS AND CONDITIONS OF SALE – SAMSUNG EDUCATION STORE

These customer terms and conditions ("terms") set out the terms and conditions relating to the use of our website at https://shop.samsung.com/my/multistore/my_edu/epp_education (our "site") and the contract between us for the sale of products ("contract") via the area on the site where we sell products (the "online store"). These terms do not cover the sale of our products by third parties to you.

In order to use the site, including the online store, you must first agree to these terms. You must not use the site and may not accept these terms if you are not of legal age to form a binding contract with Samsung.

Please read these terms carefully and understand them, before ordering any products through our site ("products"). You should understand that by ordering any of our products, you accept these terms. You may print a copy of these terms for future reference.

We reserve the right to amend these terms from time to time. Whenever you wish to use the site, please check these terms to ensure you understand these terms which will apply at that time. These terms were most recently updated on 16 April 2019.

1. Information about us

1.1. In these terms, "we", "us", "our" or " Samsung SDS Malaysia Sdn. Bhd" means Samsung SDS Malaysia Sdn. Bhd. (958761-v), a corporation organized and existing under the laws of Malaysia and having its registered place of business at Unit 3-1, Level 3, Tower 2A, UOA Business Park, No.1, Jalan Pengaturcara U1/51A Seksyen U1, 40510 Shah Alam, Selangor Darul Ehsan. We operate the Samsung estore ("online store") through its website ("site") in accordance with these terms.

2. Samsung Education Store

2.1 Samsung may from time to time, and in its absolute discretion, offer discounts on a product featured in its Online Store ("Product"), or on a range or category of Products, to current or newly-accepted full time or part time students and employees of eligible, accredited educational institutions in Malaysia (including schools, universities and colleges) who have a valid Malaysian educational email address as recognised by Samsung (each an "Eligible Customer"). Educational institutions are not Eligible Customers. Samsung may, in its absolute discretion and at any time, either temporarily or permanently withdraw the offer discounts provided to Eligible Customers. The decision as to who is an Eligible Customer for the purposes of these Terms is in Samsung's absolute discretion.

2.2 If you are an Eligible Customer and you wish to purchase a discounted Product offered on the Online Store, you must:

2.2.1 Establish a Samsung Account using your valid Malaysian educational email address ending in edu.my as recognised by Samsung as the nominated email address for your account;

2.2.2 Login to the Site, including by using your valid Malaysian educational email address as recognised by Samsung and Samsung Account password; and

2.2.3 Make a purchase in accordance with these Terms.

2.3 You acknowledge and agree that you must not:

2.3.1 Permit any other person to access the Site using your login information;

2.3.2 Publish in any medium (including, but not limited to, on social media) or otherwise disclose to any person who is not an Eligible Customer, any discount on, or discounted prices of, any Product(s) offered to Eligible Customers;

2.3.3 Purchase a Product through the Site to resell it or to otherwise provide it to any other person; or

2.3.4 Otherwise breach these Terms.

2.4 If you breach, or are suspected of having breached, these Terms then Samsung may in its absolute discretion:

2.4.1 Temporarily or permanently suspend or terminate your:

(a) Access to the Site and/or the Online Store; and/or

(b) Your Samsung Account, and

2.4.2 Cancel or reverse any order for Product(s) that you may have placed.

3. Products

3.1. Any images or photographs of the products that we put on our site are for illustration only and actual products available for purchase in Malaysia may differ from that shown. We use reasonable endeavours to make sure the colours, sizes and details are displayed accurately but errors may occur. In addition, we cannot guarantee that the way in which your computer displays these colours or details accurately reflects the products made available by us. The products you receive may therefore vary slightly from those advertised.

3.2. Any packaging that we use to provide the products to you may vary from any packaging indicated on our site (where applicable).

4. Order for products

- 4.1. Our order process will permit you to check the products you have ordered and amend any errors before submitting the order. Please ensure that you read through your order before submitting it.
- 4.2. Your order constitutes an offer by you to buy our products on these terms. You are deemed to have placed an order with us by ordering via our online checkout process. We will only accept your offer (and form the contract of sale) when we send you an email confirming your order (“purchase order”). These terms constitute the entire contract between us and you for the supply of products.
- 4.3. We may refuse to accept your order or reverse your order:
 - 4.3.1. Where the product is not available;
 - 4.3.2. Where we cannot obtain authorization for your payment;
 - 4.3.3. If there has been a pricing or product description error (see clause 4.6 below); or
 - 4.3.4. If you do not meet the eligibility criteria set out in clause 5 below.
- 4.4. The contract will only be formed when we send you an email that contains the purchase order. The parties to the contract are by and between you and Samsung SDS Malaysia Sdn. Bhd.
- 4.5. The contract will relate only to those products whose dispatch we have confirmed in the purchase order. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate purchase order.
- 4.6. All our products are subject to availability. If, for any reason, any or all of the products you have ordered are or become unavailable or there has been an error in the price on our site or the online store we will make reasonable efforts to notify you of this as soon as possible after becoming aware of it and advise you of the revised delivery dates. In such cases, if you have already paid for the products we will either notify you when the products will be delivered or make refund to you the amount paid as soon as reasonably possible.

5. Service availability

We do not accept orders from addresses outside Malaysia.

6. Your status

- 6.1. By placing an order through our site, you warrant that:

- 6.1.1. You are legally capable of entering into binding contracts;
- 6.1.2. You are at least 18 years old;
- 6.1.3. Any information that you provide to us is complete and accurate;
- 6.1.4. You are a resident in Malaysia;
- 6.1.5. You are accessing our site from Malaysia; and
- 6.1.6. You are purchasing products in your individual capacity for personal and domestics, non-commercial use.

7. Our status

- 7.1. We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our website, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. You acknowledge that Samsung SDS Malaysia Sdn. Bhd. is not responsible for the availability of, and does not endorse the content of, links to external third party websites. This disclaimer does not affect your statutory rights against the third party seller.
- 7.2. You acknowledge that Samsung SDS Malaysia Sdn. Bhd. is not liable for any loss or damage that you may suffer as a result of the availability of, or your access to, any external links, including as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such external links.

8. Delivery location

The delivery address must be located within Malaysia. We may not be able to deliver to certain locations that have restricted access.

9. Delivery method

- 9.1. We will use a courier service to deliver the products to you.
- 9.2. The date of dispatch listed on the purchase order is the estimated date of dispatch as is reasonably estimated by us.

- 9.3. Delivery of the products does not normally include installation unless we expressly specify otherwise for a product on our site.
- 9.4. We will be deemed to have delivered the product(s) to you when we deliver them to the address you gave us when placing the order or signing up to our online store.
- 9.5. Within a reasonable time after delivery, we will send you an email to advise that the products have been successfully delivered to the address you gave us.

10. Risk and title

Ownership of the products will only pass to you on the later of either delivery or when we receive full payment of all sums due in respect of the products, including delivery charges (if applicable).

11. Price and payment

- 11.1. The price of the products will be as quoted on our site from time to time, except in cases of obvious error. Product prices are including Sales and Service Tax ("SST") at the current rates. Unless specified otherwise, the price quoted on our site for products does not include delivery charges.
- 11.2. Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a purchase order.
- 11.3. Payment for all products must be made either by online payment, credit card, or debit card and is collected by Samsung SDS Malaysia Sdn. Bhd.

12. Errors and omissions

Our site contains a large number of products and it is always possible that, despite our best efforts, some of the products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the product to you. If a product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the product, or reject your order and notify you that we are rejecting it. If the pricing error is obvious and unmistakable and could have reasonably been recognized by you as an error, we do not have to provide the products to you at the incorrect (lower) price.

13. Product warranties

Details on any warranty Samsung Malaysia Electronics (SME) Sdn. Bhd. ("Samsung") offers for a product that you may select for certain products are available here: <http://www.samsung.com/my/support/warranty>

14. Exclusion of warranties

14.1. You may have rights which cannot be excluded, restricted or modified. The exclusions of warranties, and the limitation of liability in clause 14 below, apply subject to any rights you may have under such laws.

14.2. You expressly understand and agree that your access to and use of the Site is at your sole risk and that the Site is provided "as is" and "as available". In particular, Samsung does not warrant to you that:

14.2.1 your access to and use of the Site, including for the purpose of purchasing Products through the Online Store, will meet your requirements (and you expressly acknowledge that you have relied on your own experience, skill and judgment to evaluate the Site and Products and that you are satisfied as to the suitability of the Site and Products to meet your requirements); or

14.2.2 your access to and use of the Site will be uninterrupted, error free, timely or secure.

14.3. Without limiting the foregoing, and to the extent permitted by law, all express and implied representations, conditions, warranties, guarantees or other provisions that are not contained in these terms (whether based in legislation, the common law or otherwise) are excluded, including any representations, conditions, warranties or guarantees as to acceptable quality, fitness for purpose or timeliness.

14.4. If any condition, warranty, guarantee or other provision is implied or imposed in relation to the contract (whether based in legislation, the common law or otherwise) and cannot be excluded (a "non-excludable term"), and Samsung is able to limit your remedy for a breach of such non-excludable term, then Samsung's liability for such a breach of a non-excludable term is limited to one or more of the following, at Samsung's option:

14.4.1. In relation to goods, the replacement of goods or the supply of equivalent goods, the repair of goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

14.4.2. In relation to services, the supplying of the services against or the payment of the cost of having the services supplied again.

15. Our liability to you

- 15.1. We will be liable for a failure to comply with these terms where the breach is one that is contemplated by us both at the time that a contract is formed in respect of any particular product order and arises from our negligence but not where the loss or damage is not of a type which was contemplated at the time of the contract.
- 15.2. Subject to our or Samsung's obligations under the non-excludable terms, nothing in these terms shall render us or Samsung (where applicable) liable to indemnify you in respect of any liability of any kind incurred by you to any other person but this is not an exclusion of any liability that may arise by virtue of a breach by us or Samsung (where applicable) of these terms or any negligence on our part or that of our employees or agents.
- 15.3. Subject to our or Samsung's obligations under the non-excludable terms, we will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that was not reasonably foreseeable by both you and us when you commenced using the site or online store or when a contract was formed.
- 15.4. Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, any breach of the obligations implied by law, or any other matter in respect of which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 15.5. Subject to clause 14.4, we or Samsung will not be liable for losses that result from our failure to comply with these terms due to or arising from loss of income or revenue, loss of business, loss of profits, loss of anticipated savings, loss of data, or waste of management or office time.

16. Use of any personal information and data you provide to us

Any personal information that we may collect from you on our site, whether on online forms or as part of the ordering process, will be dealt with in accordance with our privacy policy available at <http://www.samsung.com/my/shop-faq/privacy-policy> and Samsung privacy policy available at <http://www.samsung.com/my/info/privacy/>

17. Your use of the site

Your use of the site is governed by these terms and conditions found here <http://www.samsung.com/my/info/legal/>

18. Availability and content

- 18.1. Access to the site, including the online store, is permitted on a temporary basis, and we reserve the right to withdraw or amend the site without notice. We shall not be liable if, for any reason, the site is unavailable at any time or for any period.
- 18.2. From time to time we may restrict access by any one user, groups of users or all users to parts of the site and/or to our entire site without notice.
- 18.3. You must treat any user name, password or any other piece of information provided as part of our security procedures as confidential and not disclose it to any third party. We reserve the right to disable any user name or password, whether chosen by you or allocated by us, at any time, if (in our opinion) you fail to comply with these terms.
- 18.4. You are responsible for making all the arrangements necessary to have access to the site and the online store. You are also responsible for ensuring that persons who access the site and online store through your internet connection are aware of these terms and comply with them. Please notify us as soon as possible in writing if you become aware that activities on your account are unauthorized or you have become aware that your account details have been compromised.
- 18.5. While we will make reasonable efforts to ensure that the information on the site, including on the online store, is correct, the material displayed on it is provided without any guarantees, conditions or warranties as to its accuracy, including, but not limited to, information about the products and prices described on it.
- 18.6. The availability of the products which are the subject of your order will be determined by the product description displayed on the online store at the time of placing your order. We will make reasonable efforts to ensure that any product description is a fair representation of the actual products offered.
- 18.7. We reserve the right to suspend, modify or amend the site, including the online store and/or the products offered, at any time.

19. Viruses, hacking and other offences

- 19.1. You must not misuse the online store by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt unauthorized access to the online store or our site, the server on which the online store or site is stored or any server, computer or database connected to the online store, or attack the online store or site via a denial of service attack, distributed denial of service attack or other similar means.
- 19.2. We will not be liable for any loss or damage caused by a distributed denial of service attack, viruses or other harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the online store or our site or downloading any material posted on it or any website linked to it.

20. Transfer of rights and obligations

The contract between you and us is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of the contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of the contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

21. Events outside our control

We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under a contract that is caused by an “event outside our control”, such as any act or event beyond our reasonable control including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, supplier or sub-contractor failure, subsidence, epidemic or other natural disaster or failure of public or private telecommunications network or impossibility of the use of public or private transport. If the event outside our control occurs that affects the performance of our obligations under a contract, we will notify you as soon as possible and our obligations under a contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. We reserve the right to defer the date of delivery of the products or to cancel the delivery of the products in the case of any event outside our control or which is beyond our reasonable control and which prevents or hinders the delivery of the products.

22. Waiver

If we fail, at any time during the term of the contract, to insist upon strict performance of any of your obligations under the contract or under these terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions contained in these terms or in a contract will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

23. Severability

If any court or competent authority decides that any of the provisions in these terms or any provisions of the contract is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

24. Our right to vary these terms

- 24.1. We have the right to revise and amend these terms from time to time by posting them on the site. Amendments are usually made to reflect changes in law, the ways in which we accept payments from you and to accommodate changes to the way products are supplied, however, these terms may also be amended for any other reason and in our sole discretion.
- 24.2. You will be subject to the policies and terms in force at the time that you order products from us, unless any change to those policies or these terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms before we send you the purchase order (in which case we have the right to assume that you have accepted the change to these terms, unless you notify us to the contrary within seven (7) working days of receipt by you of the products).

25. Applicable law

These terms are governed by and shall be construed in accordance with the laws of Malaysia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Malaysia in respect of any dispute arising out of these terms and/or any contract for the purchase of products through the online store.

26. Entire agreement

We intend to rely upon these terms in relation to the subject matter of the contract. While we accept responsibility for statements and representations made by our duly authorized agents, please make sure you ask for any variations from these terms to be confirmed in writing.

(Version 1, 21 November 2019)