

## Samsung One Website Terms and Conditions

By accessing and/or registering on any of the following Samsung One websites

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and/or using the digital offerings under Samsung One (e.g. DealBook, PartnerView, Product Comparison, Training, Find a Partner) (collectively the "Samsung One Website" or the "Website") you agree to the following terms and conditions:

### 1 Legal Notice

- 1.1 This legal notice (the "Terms") applies to the entire contents of the Samsung One Website and to any correspondence between you and us (as defined in clause 1.3 below). Please read these Terms carefully before using our Website. Using our Website indicates that you accept these Terms regardless of whether or not you choose to register your information with us. If you do not accept these Terms, do not use our Website.
- 1.2 By accessing and continuing to use our Website, you will be deemed to have accepted that you are bound by these Terms appearing on our Website at the time of your access. Certain parts of these Terms may, however, be superseded by expressly designated legal notices, terms located on particular pages within our Website, or specific terms agreed when company or individual users register to access certain sections of the Website.
- 1.3 These Terms are issued by, and our Website is provided by Samsung Electronics (UK) Limited, a company incorporated in England and Wales under registered number 03086621 and whose registered office is at Samsung House, 2000 Hillswood Drive, Chertsey, Surrey, KT16 0RS, UK. All references to "we", "us" and "our" are references to Samsung Electronics (UK) Limited. You may contact us by emailing support@samsungone.co.uk.
- 1.4 Our Website is aimed at UK and Republic of Ireland residents and intended for access and use by UK and Republic of Ireland residents only. In particular, no warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on our Website or any information relating to our business in any respect with any laws of any other country.

### 2 Intellectual Property and Licence

- 2.1 Unless you have agreed to separate terms and conditions as a registered user of the Website:
  - a. you are permitted to print and download extracts from our Website for your own personal, non-commercial use only on the following basis: (i) no documents or related graphics on our Website are modified in any way; (ii) no graphics on our Website are used separately from the corresponding text; and (iii) our copyright and trade mark notices and the provisions of this clause 2 appear in all copies.
  - b. Unless otherwise stated, the copyright, trademarks, database rights and other intellectual property rights in all software, source code and other content and material on our Website (including without limitation photographs and graphical images) are proprietary rights owned by us or our licensors. For the purposes of these Terms, any use of extracts from our Website other than in accordance with clause 2.1(a) above for any purpose is prohibited. If you breach any of these Terms, your permission to use our Website automatically terminates and you must immediately destroy any downloaded or printed extracts from our Website.
  - c. Subject to clause 2.1(a) above, no part of our Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

- d. Our Website may not be used in connection with any other commercial purpose except those that are specifically endorsed or approved by us. Appropriate legal action will be taken by us for any illegal or unauthorised use of our Website.

2.2 Any rights not expressly granted in these Terms are reserved.

### 3 Privacy and Registration

- 3.1 Our use of your personal information is governed by our **Privacy Policy** which can be viewed on the footer of our Website's homepage. **PLEASE READ THE PRIVACY POLICY CAREFULLY** - it deals with your rights and our obligations in relation to your personal data, including what we can do with it and to whom we may give it in certain situations.
- 3.2 We use cookies for certain areas of our Website. Cookies are files that store information on your hard drive or browser and enable us to adapt our Website to suit your demands and provide you with a more customised user experience. Further information about the cookies used on our Website is available in our Cookie Policy.
- 3.3 Each account and registration effected via our Website is for a single user only. Where any username and password is allocated to you, we do not permit you to share your username and password with any other person nor with multiple users on a network. Responsibility for the security of any passwords issued rests with you.

### 4 Visitor Conduct

- 4.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to our Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to or from our Website any material: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; (b) for which you have not obtained all necessary licences and/or approvals; (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 4.3 You may not misuse our Website (including, without limitation, by hacking).
- 4.4 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clause 4.2 or clause 4.3 above.

### 5 Links

- 5.1 Links to third party websites on our Website are provided solely for your convenience. If you use these links, you leave our Website (linked sites will generally open a new window, our Website remaining open). We have not reviewed all of these third party websites, we do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to our Website, you do so entirely at your own risk.
- 5.2 You may not create links to our Website without our prior written consent, which consent will only be given subject to the satisfaction of certain criteria.
- 5.3 You shall fully indemnify us for any loss or damage suffered by us or any of the Samsung Group Companies (defined in clause 5.4 below) for breach of clause 5.2 above.
- 5.4 The Samsung Group Companies means us, our parent company Samsung Electronics Co. Limited, and all of its subsidiaries.

## 6 Disclaimer and Liability

- 6.1 We do not guarantee, represent or warrant that your use of our Website will be uninterrupted or error-free. While we endeavour to ensure that our Website is available 24 hours a day, we shall not be liable if for any reason our Website is unavailable at any time or for any period. Access to our Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
- 6.2 YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, OUR WEBSITE IS AT YOUR SOLE RISK. THE MATERIAL ON OUR WEBSITE IS PROVIDED "AS IS", WITHOUT ANY CONDITIONS, WARRANTIES OR OTHER TERMS OF ANY KIND. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE PROVIDE YOU WITH OUR WEBSITE ON THE BASIS THAT WE EXCLUDE ALL REPRESENTATIONS, CONDITIONS AND OTHER TERMS AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, RELIABILITY, TIMELINESS, ACCURACY, COMPLETENESS, SECURITY, TITLE AND NON-INFRINGEMENT WHICH, BUT FOR THESE TERMS, MIGHT HAVE EFFECT IN RELATION TO OUR WEBSITE.
- 6.3 SUBJECT TO CLAUSE 6.6, IN NO CASE SHALL WE, ANY OTHER PARTY (WHETHER OR NOT INVOLVED IN CREATING, PRODUCING, MAINTAINING OR DELIVERING OUR WEBSITE), ANY OF THE SAMSUNG GROUP COMPANIES, NOR ANY OF SUCH COMPANIES' DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, PROFITS OR DATA ARISING FROM YOUR USE OF OUR WEBSITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF OUR WEBSITE INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN ANY CONTENT OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF, OR INABILITY TO USE, ANY CONTENT POSTED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA OUR WEBSITE OR FROM THE CONDUCT OF ANY USERS OF OUR WEBSITE, WHETHER ONLINE OR OFFLINE, THE DELETION OF YOUR DATA, INFORMATION OR CONTENT STORED ON OUR WEBSITE, EVEN IF ADVISED OF THEIR POSSIBILITY, WHETHER SUCH LOSSES OR DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE.
- 6.4 We do not represent or guarantee that our Website will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion, and we disclaim any liability relating thereto. You shall be responsible for backing up your own system and if your use of material on our Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.
- 6.5 We may make changes to the material on our Website, or to the products and any prices described in it, at any time without notice. The material on our Website may be out of date, and we make no commitment to update such material.
- 6.6 NOTHING IN THIS AGREEMENT SHALL ACT TO EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD,
- 6.7 MISREPRESENTATION AS TO A FUNDAMENTAL MATTER OR ANY OTHER LIABILITY WHICH MAY NOT BY APPLICABLE LAW BE EXCLUDED OR LIMITED.
- 6.8 If you are dissatisfied with any part of our Website or with these Terms, your sole and exclusive remedy is to discontinue using our Website.

## 7 Indemnity

- 7.1 BY USING OUR WEBSITE, YOU AGREE TO INDEMNIFY AND HOLD US, ANY OF THE SAMSUNG GROUP COMPANIES, AND ANY OF SUCH COMPANIES' DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE TERMS, YOUR USE OF OUR WEBSITE, ANY ACTION TAKEN BY US AS PART OF OUR INVESTIGATION OF A SUSPECTED BREACH OF THESE TERMS OR AS A RESULT OF OUR FINDING OR DECISION THAT A BREACH OF THESE TERMS HAS OCCURRED.

## 8 General

- 8.1 These Terms are between you and us and are governed by and shall be construed in accordance with the laws of England and Wales. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.
- 8.2 No failure to exercise or any delay in exercising any right under these Terms shall impair or operate as a waiver thereof in whole or in part. No single or partial exercise of any right under these Terms shall prevent any further or other exercise thereof or the exercise of any other right.
- 8.3 You agree that we may sub-contract the performance of any of our obligations or may assign this agreement or any of our rights or obligations hereunder without giving you notice.
- 8.4 We will not be liable to you for any breach of these Terms which arises because of any circumstances that we cannot reasonably be expected to control.
- 8.5 The Contracts (Rights of Third Parties) Act 1999 does not apply to the agreement between you and us formed by these Terms.
- 8.6 These Terms form the entire understanding between you and us concerning your use of our Website and supersede all previous agreements relating to our Website.
- 8.7 If any part of these Terms is determined to be legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.