

## SAMSUNG FLOW TERMS OF SERVICE

IMPORTANT – Please read carefully before operating the SERVICE (defined below). These TERMS OF SERVICE (“TOS”) are a legal agreement between you and SAMSUNG ELECTRONICS CO., LTD. and its affiliates (collectively, “Samsung”) for the Samsung Flow and any relevant software or documentation thereof (collectively, the “SERVICE”) provided by Samsung or 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.

### SERVICE DESCRIPTION

Samsung Flow allows seamless connectivity and continuity across devices, enabling interactive sharing of contents and syncing notifications between your authenticated devices, and allows using your phone as a mobile hotspot to keep your other devices connected.

If you want to use Samsung Flow with a higher level of security please register for Samsung Pass, which enables you to login to your Tablet/PC with your biometric data (Iris, Fingerprints).

Samsung Flow can be automatically launched on a smartphone when the user launches Samsung Flow on a specific registered device, without needing to manually launch Samsung Flow on their smartphone.

This SERVICE supports a limited set of languages. This Service is designed to be used in the countries where support services are officially provided. In the case that this SERVICE is used in non-supported countries, this SERVICE may be limited or apt to cause error. This SERVICE is designed to be used in devices that are enabled to support the various features within the SERVICE. Non-supported devices may result in you experiencing limited or non-functional features. This SERVICE is provided “as is”. SAMSUNG does not guarantee the results of this SERVICE, including, without limitation, Predictive Text, Auto Replacement, or any other feature included in the SERVICE.

### 1. 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. 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, operating system, or network operator. Unless you are an age of majority in your jurisdiction, 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 of minority ("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. 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 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 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.

## 3. 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; and (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.

## 4. 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.

## 5. 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.

## 6. Consent for Collection and Use of Data

You acknowledge and agree that Samsung and/or parties that are entrusted by Samsung may collect and use information necessary to provide the SERVICE and Updates, improve or enhance the SERVICE. At all times your information will be treated in accordance with applicable law and Samsung's Privacy Policy, which can be viewed at: <http://account.samsung.com/membership/pp>.

## 7. Data 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 require 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 SERVICE may be affected by the suitability and performance of your device hardware or data access.

## 8. Compliance with Law

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

## 10. Disclaimer of Warranty

To the maximum extent permitted by applicable law, the SERVICE is provided "as is" and on an "as available" basis, without 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.

## 11. Limitation of Liability

11.1 Samsung and You do not limit or exclude liability for any types of loss or damage for which liability cannot, under applicable law, be excluded or limited, to the extent that the applicable law prevents such exclusion or limitation, or to the extent that a court of competent jurisdiction judges that such an exclusion or limitation would be ineffective under applicable law.

11.2 Subject only to 11.1, Samsung shall not be liable for loss, damage or liability under contract (including negligence), laws on third party obligations (including 'tort' and negligence claims) or statutory obligations or any other legal basis whatsoever, even if Samsung was specifically put on notice of the risk of such loss (i) where the loss is indirect, incidental, indirect, special, consequential, special or comprises exemplary or punitive damages, or (ii) for any loss of profit, loss of business, loss of opportunity, loss of data or (iii) where the loss relates to errors, omissions or interruptions, computer viruses, connection or connectivity problems or network charges.

11.3 Subject only to 11.1 and 11.2, Samsung's total financial liability to You arising from or in connection with these TOS, the SERVICE or related matters shall not exceed the amount you paid Samsung or Samsung's affiliate specifically for this SERVICE.

11.4 You acknowledge that the above provisions of clauses 10 and 11 are reasonable given the benefits of the SERVICES and you will accept such risk and/or insure accordingly.

11.5 It is essential that you back up your data on your device before using the SERVICES to avoid losing any data.

## 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

These TOS are governed by the laws of the jurisdiction where you are a resident, without regard to its conflict of law provisions. These TOS shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

## 14. Dispute Resolution

If you are a consumer (and where this term is not otherwise defined in your local law, this means ‘not using the SERVICE as part of a business, trade or profession’) then the courts of the territory in which you are resident have non-exclusive jurisdiction to hear and decide any dispute, controversy or difference arising from these TOS or the SERVICE. Where local law permits a choice of court, the court shall be the court in the capital city of your country. If you are not a consumer, if a dispute, controversy or difference arising in any way from these TOS or your use of the SERVICE is not amicably settled, it shall be subject to arbitration proceedings under the arbitration rules of the International Chamber of Commerce in the place of the respondent. Notwithstanding the foregoing, Samsung may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court of competent jurisdiction. Arbitration hearings shall be conducted in English.

#### 15. 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.

#### 16. 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.

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