

# Special terms

< Samsung Galaxy Store Terms and Conditions for User >

PLEASE READ THESE TERMS AND CONDITIONS FOR SAMSUNG GALAXY STORE (“Terms”) CAREFULLY BEFORE USING THE SAMSUNG GALAXY STORE BECAUSE IT CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU AND SAMSUNG. If You are an individual, “You” means Yourself and anyone who works with or assists You. If You work for, or own, an entity, “You” means the entity, which You agree You are authorised to represent, as well as all other persons who own, or are employed by, or perform work for, that entity. “Your” means things that belong to or are associated with You. “We,” “Us” or “Samsung” means Samsung Electronics Co., Ltd. and its subsidiaries, and affiliates which has its primary business location at Samsung Electronics Co., Ltd. 129, Samsung-Ro, Yeongtong-Gu, Suwon-Si, Gyeonggi-Do, 16677, Korea. These Terms also include other Samsung entities which own or control Samsung, or are also owned or controlled by Samsung’s owner, or in which Samsung has an ownership interest which exceeds fifty percent or which enables it to direct the management of the entity. Where this definition applies to any obligation You have to protect, pay or reimburse Samsung for any damages or losses, the term “Samsung” shall (to the extent permitted by law) also include its limited liability company members, any of its affiliates and their subsidiaries, and its and their directors, officers, managers, employees, shareholders, agents, and licensors. “Our” means things that belong to or are associated with Samsung. “Service” or “Services” means, both individually and collectively, Samsung Galaxy Store (“Store”), and any application, software, services, websites, and other related services provided by us or any third party designated by us.

## 1. Your use of Samsung Services

Your use of the Service (excluding any application, software or services provided to you by Samsung under a separate written agreement) is subject to these Terms. You may contact us through the Help menu of the Store. By using the Service, you can purchase, access and download the content and software applications available in the Store (“Content(s)”), including updates, either at no charge or for the price indicated. Contents available in the Store may be provided by third parties or Samsung. If you purchase a third party Content, you will enter into a contract directly with the third party Content provider, not Samsung.

## 2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. If you do not accept the Terms, you should not use the Services.

2.2 Samsung may modify these Terms from time to time. If you continue to use the Service after such modification, you will be deemed to have read, understood and unconditionally agreed to such changes.

2.3 You may not use the Services or provide us with personal information if: (a) you are under the age of 18 or under the age of majority in your jurisdiction; however, if you are between 13 and 18 (or the age of majority in your jurisdiction) and you have obtained the permission from your parent or legal guardian for your use of the Services, and your parent or legal guardian agrees to these Terms on your behalf, you may use the Store or Services

provided you comply with Section 2.3 below), (b) you are a person barred from receiving the Services under the applicable laws of the jurisdiction in which you are a resident or from which you use the Services, or (c) you are in a country or location to which Samsung does not provide the Services.

2.4 If you are between the ages of 13 and 18 (or the age of majority in your jurisdiction), before you use the Services, Samsung may ask you to confirm that you have obtained the permission of your parent or legal guardian, and that they have agreed to these Terms on your behalf. Even if Samsung does not do this, if you use the Services, Samsung will assume you are representing the foregoing is true and provide the Service on this basis.

2.5 Services may consist of multiple Contents depending on your device type, and some functions may be specialised or separated on certain devices.

### 3. Service Territory

The Service is made available only in certain countries and/or territories, at Samsung's sole discretion. If you do not reside in one of these countries or territories, you may not use the Services. Samsung may use certain technologies as permitted by applicable laws to verify such compliance.

### 4. Registration

4.1 In order to access the Services, you will need to provide certain information about yourself as part of the registration process, or as part of your continued use of the Services. You agree to provide accurate, current and complete information required to register with the Service, and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current and complete. Samsung may terminate your rights to all or part of the Service if any information you provide is false, inaccurate or incomplete.

4.2 You may be required to provide a username, using your email address and password to create your account to use the Services ("Account"). You understand that you are responsible for maintaining the confidentiality of your username and passwords. Accordingly, Samsung is not responsible for any issues arising from or relating to your Account due to your failure to protect your username and/or passwords. If you become aware of, or suspect any unauthorised use of your username, password or of your Account, you must notify us immediately through the Help menu of the Store.

4.3 You can opt for the credit card settings option when you submit your Registration Data or when you purchase a Content (by providing your credit card information at that point). Your credit card information and billing information will be stored, managed and kept by credit card companies or Samsung's third party payment gateway provider. Their privacy policies will apply with regard to your credit card information and other personal information you submit.

4.4 You can also register as a seller using your buyer ID. Additional terms apply to seller members of the Store. Please refer to <http://seller.samsungapps.com/help/termsAndConditions.as>.

### 5. Privacy

Samsung respects your privacy. In order to make the Services available to you and process the transactions made by you, Samsung may collect certain information and personal data from you, and use such information and data in accordance with our Privacy Policy. Samsung may update the Privacy Policy, located at <https://www.samsung.com/au/info/privacy/> from time to time, so please periodically review the Privacy Policy.

## 6. Purchasing Contents

6.1 As detailed in Section 7.2 below, each third party content is licensed to you by the third party content provider through a separate agreement between you and such third party content provider. Samsung contents are licensed to you by Samsung. As part of the Service, You may have access to free or have the possibility to purchase services or content from a Content (“In-App Purchase”) or subscribe to a service (“Subscription”) or pay a license fee to access a Content (“Paid App”). Free Content, Paid App services or content offered may or may not contain advertisement.

If payment for Subscriptions, In-App Purchase and Paid App is collected by the third party providing the content or services, the terms from that third party related to payment will apply. If such a payment is collected by Samsung, payment will be made via the current payment method provided in Your account or any other form of payment that we make available to You in the Service. If You want to change your billing information, you may do so online in “My Page” section of the Store. There may be a temporary disruption of your access to the Services until Samsung can verify the validity of the new billing account or credit card account information.

If You do not have a current payment method, You will be asked to provide billing information (e.g., name, billing address, credit card information) to be used by the third party payment processor designated by Samsung (“Payment Processor”). Samsung may change the designated Payment Processor from time to time. By providing details of a payment card or online account to be billed, You confirm that You are authorised to purchase the digital items and that You are a holder of the card or are authorised to use it. You acknowledge that You may be separately required to accept the Payment Processor’s own terms governing use of its services in the manner it specifies. If We are required to collect or pay any taxes in connection with Your purchase of Paid Content or In-App Purchase, such taxes will be charged to You at the time of the transaction. You are responsible for any third party fee such as internet, mobile carrier fee or other access or data fees in connection with Your use of the Service. Prices are subject to change, and the currency or price may vary depending on Your location.

For Subscriptions, You will be automatically charged each billing period (which can be weekly, monthly or annually depending on the Subscription period). From time to time, You may benefit from accessing content at no charge for a trial period. After the trial period, You will be charged the Subscription fee each billing period until You cancel Your Subscription. To avoid being charged, You must cancel before the end of the trial period. If You cancel Your trial, You will have access to the Application or content until the end of current term. You may cancel a Subscription at any time 24 hours before the end of the applicable billing period. To cancel, go to “My Page” section of the Store. The cancellation will apply to the next period. No refund will be granted for the current billing period, except as otherwise provided in Our Refund Policy as set forth below or as required by applicable laws.

All sales of Paid App, Subscriptions, or In-App Purchase from the Service are final. If You encounter any technical issue accessing the content You purchased, You must submit an inquiry via <http://help.content.samsung.com/> no later than 7 days after placing Your purchase. If Samsung determines that the Paid App or purchased content is defective or technical issues prevent the download of the Paid App or content, and provided You have contacted Samsung within 7 days after Your purchase, Samsung may replace the Paid App or content or issue a refund. The refund may not be granted if Samsung determines, in its sole discretion, that the request is fraudulent or abusive.

Payment for Applications is inclusive of GST at the applicable rate. "GST" has the meaning

given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## 7. License of Content

7.1 The Contents made available to You through the Services are licensed, not sold, to You. Your license to each Content You obtain through the Service is subject to the applicable end user license agreement or other applicable end user terms of use. All rights not expressly granted to you are hereby reserved.

7.2 You acknowledge that your license of each third party content through the Services is governed by a separate agreement between you and the third party content provider only, and the third party content provider is solely responsible for (a) the licensed third party content, (b) the content, services, advertisements and functionalities therein, (c) any warranties provided, and (d) any claims you may have relating to or your use of such third party content. You acknowledge that Samsung is (i) acting solely as a distributor in providing the third party content to you, (ii) is not a party to such license, and (iii) is not responsible for the third party content, the content and functionalities therein, or any warranties or claims you may have relating to or your use of the third party content.

7.3 The Services makes available Contents to end user customers for non-commercial uses only. You warrant and represent that you will download the Content you purchase only to your devices for your personal use. Contents may be downloaded any number of times and to a number of your devices, but in any case no more than ten (10) that are registered to your Account, provided expressly that no more than one (1) copy is installed on a single device at any one time. You also acknowledge that: (a) Samsung may, in its sole discretion, set, reduce or change the number of your devices to which you can download the Contents; (b) some Contents, particularly Contents that you purchase inside or through an Content, paid or unpaid, do not allow downloading to multiple devices; and (c) not all of your devices, regardless of whether it is the same platform or not, may qualify for multiple downloading.

7.4 You understand that the Services and Contents include a security framework using technology that protects digital information ("Security Framework"). Your use of the Contents is limited to certain usage rules established by such Security Framework.

## 8. System requirements

Use of the Services requires a device which is compatible with the Services, and may require a device such as a computer, laptop, smartphone, tablet, wearable, Internet access (fees may apply), and certain software (fees may apply), including obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software and Internet access, your ability to use the Services may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may change from time to time, are solely your responsibility.

## 9. Proprietary rights

9.1 Samsung (and Samsung's licensors, as applicable) owns all rights, title and interest in and to the Services, including all associated intellectual property rights, whether registered or not, and wherever in the world such rights may exist.

9.2 Nothing in these Terms gives you a right to use any of Samsung's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

9.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services or Contents.

## 10. Software updates and availability of Services

10.1 With the “Automatic Update” function enabled (as in the default setting in the System Update menu in the Setting), Samsung’s software that you utilise for the Services may automatically download and install updates from Samsung from time to time. These updates may improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules or completely new versions. You agree to receive and allow Samsung to deliver such updates to you as part of your use of the Services. If you have chosen to disable the “Automatic Update” function, then you can check the availability of new Updates by clicking on the “Check Update” menu in the Setting. Given the importance of receiving Updates for security software in a timely manner to defend against new threats, however, security-related Updates may be automatically downloaded and installed without your consent, even if you have disabled the “Automatic Update” function. We recommend that you check availability of any new Updates periodically for optimal use of your device.

10.2 Samsung reserves the right, at its sole discretion, to modify the Services at any time, with or without notice to you. The Services may not be available at all times, such as during maintenance breaks. Samsung may decide, at its sole discretion, to suspend or terminate the Services (or any part thereof) at any time.

## 11. Termination

11.1 These Terms will continue to apply until terminated by your or by Samsung in accordance with the terms herein.

11.2 If you want to terminate your Account, please notify us through the Help menu of the Store. Samsung will terminate your Account promptly upon receipt of your notice and provided that you have settled all outstanding amounts associated with your Account. When your account is terminated, all data or other information associated with your Account may be deleted permanently. To the extent permitted by law, Samsung shall have no liability for such deletion resulting from your Account termination. Termination of your Account as a buyer will not affect your use of the Services as a seller.

11.3 Samsung may terminate your Account or your use of the Services by providing you with written notice of termination at the email address you provided in your Registration Data. You will be required to settle all outstanding amounts due associated with your Account upon termination. Termination of your Account as a buyer will not affect your use of the Services as a seller.

## 12. Disclaimers and Limitation of Liability

12.1 Third Party Websites and Content. The Services may include links to other websites and/or content. Samsung has no control over, and no responsibility or liability for, websites and content which are not provided by Samsung.

12.2 Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, INCLUDING THE AUSTRALIAN CONSUMER LAW (WHICH IS SCHEDULE 2 TO THE COMPETITION AND CONSUMER ACT 2010 (CTH)), SAMSUNG AND ITS LICENSORS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICE WILL (I) BE COMPATIBLE WITH YOUR HARDWARE OR SOFTWARE, (II) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER, (III) WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS OR ERRORS, INCLUDING BUT NOT LIMITED TO VIRUSES, INTERFERENCES, CORRUPTION OR OTHER SECURITY INSTRUCTIONS, OR (IV) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU OR THE INFORMATION YOU PROVIDED) FROM HACKING OR OTHER

## UNAUTHORISED ACCESS.

12.3 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, INCLUDING THE AUSTRALIAN CONSUMER LAW (WHICH IS SCHEDULE 2 TO THE COMPETITION AND CONSUMER ACT 2010 (CTH)), SAMSUNG OR ITS LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, PERSONAL INJURY, PRODUCT LIABILITY, INFRINGEMENT OR ANY OTHER THEORY, REGARDLESS OF WHETHER OR NOT SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIM YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT SAMSUNG WOULD BE REQUIRED TO INDEMNIFY SUCH PARTY FOR ANY CLAIM. TO THE EXTENT PERMITTED BY LAW, SAMSUNG'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE CONTENT.

NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE, RESTRICT OR MODIFY ANY RIGHTS YOU MAY HAVE UNDER, THE AUSTRALIAN CONSUMER LAW (WHICH IS SCHEDULE 2 TO THE COMPETITION AND CONSUMER ACT 2010 (CTH)) OR ANY OTHER APPLICABLE LAWS, THAT MAY NOT BE EXCLUDED, RESTRICTED OR MODIFIED.

## 13. Indemnification

To the maximum extent permitted by applicable laws, including, including the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)), You will indemnify, release and hold harmless Samsung, its licensors, and all officers, directors, agents and employees of Samsung and its licensors, and any party acting on Samsung's behalf, from and against any and all third party claims, actions, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees caused by (i) any use of the Services by you or by any person that you allow to use the Services not in accordance with these Terms, (ii) any breach of these Term by you or by any person that you allow to use the Services or (iii) any violation of any laws, regulations or the rights of any third party by you or by any person that you allow to use the Services.

## 14. Copyright protection

Samsung will respond to notices of alleged copyright infringement and may terminate the accounts of alleged infringers. If you believe a third party is infringing your copyrights, please contact us through the Help menu of the Store.

## 15. Advertisements

Some of the Services are supported by advertising revenue and may display advertisements and promotions. As consideration for access to and use of the Services, you agree that Samsung may place advertising on the Services at its sole discretion.

## 16. General legal terms

16.1 These Terms and all other terms and policies referred to herein constitute the entire legal agreement between you and Samsung governing your use of the Services and supersede any prior agreements between you and Samsung relating to the Services, excluding any content,

software and services which Samsung may provide to you under a separate written agreement.

16.2 You agree that Samsung may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Services.

16.3 You agree that if Samsung does not exercise or enforce any rights or remedy which is contained in the Terms or which Samsung has at law or in equity, such omission will not be taken to be a waiver of any or all such rights and remedies, and that those rights and remedies will remain available to Samsung.

16.4 If any court of law with competent jurisdiction rules that any provision of these Terms is invalid, such provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

16.5 You acknowledge and agree that each Samsung Affiliated Company shall be third party beneficiaries to the Terms and shall be entitled to directly enforce, and rely upon any provision of these Terms, which confer a benefit on or rights in favor of each Samsung Affiliated Company. Other than the foregoing, no other person or company shall be third party beneficiaries hereunder. For the purposes of herein, an “Affiliated Company” of Samsung is any company, corporation, firm, partnership or other entity that controls, is controlled by, or is under common control with Samsung (the terms “controls” and “controlled” mean the ability to direct the management of the relevant entity), and includes, without limitation, Samsung Electronics Australia Pty Ltd (ACN 002 915 648).

16.6 You may not transfer, assign, charge or otherwise dispose of these Terms, or any of your rights or obligations arising under these Terms. Samsung may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of its rights or obligations arising under these Terms, at any time.

16.7 These Terms, and your relationship with Samsung under these Terms, shall be governed by the laws of the State of New South Wales without reference to provisions on conflict of law. Notwithstanding the foregoing, Samsung has the right to seek injunctive remedies or an equivalent urgent legal relief in any jurisdiction.

16.8 By using the Services, you unconditionally consent and agree that: (a) any claim, dispute or controversy (whether in contract, tort, or otherwise) you may have against any Samsung Affiliated Company, the officers, directors, agents and employees of any Samsung Affiliated Company (“Samsung Entity(ies)”) arising out of, relating to, or connected in any way with the Services or the determination of the scope or applicability of this provision, will be resolved exclusively by courts of competent jurisdiction in New South Wales.

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