

Terms and Conditions

Samsung Services Terms and Conditions

Posted date: January 16, 2024

WELCOME

Welcome! Thank you for your interest in our services.

We, Samsung Electronics Co., Ltd. (“we”, “our”, or “Samsung”), together with our affiliates, provide a variety of features, apps, and services that you can enjoy with our mobile devices, TVs, and other products, listed [here](#) (“Services”), and these Terms and Conditions (“Terms”) will cover your use of the Services.

ACCEPTING OUR TERMS

By creating an account or using our Services, you confirm that you accept these Terms. You also confirm that:

1. You have reached the age of 18; or
2. You may be prevented from creating an account or using our Services due to our children accessibility policy in accordance with the applicable laws and regulations in your jurisdiction.

We may sometimes need to change these Terms, for example, to reflect changes in the law or changes to the Services themselves. We will let you know of any changes by posting the updated Terms on our [website](#). We will send a notification to the email address linked to your Samsung account at least 14 days before the updated Terms become effective, with the exception of changes addressing new Services or legally required changes which will be effective immediately. If you do not agree to the changes, you may stop using our Services and delete your Samsung account. By continuing to use our Services after the updated Terms become effective, you confirm that you understand and accept the updated Terms.

USING OUR SERVICES

LICENSE | We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services. You may only use our Services for personal and non-commercial purposes, according to these Terms and the instructions we provide in our Services. All

references to our Services include all related content and any other materials used to implement and provide access to our Services, including updates, upgrades, enhancements, modifications, revisions, or additions to our Services that we make available to you. You acknowledge and agree that our Services belong to us and our partners, and are protected under applicable copyright, trademark, trade secret, patent, and other intellectual property laws and treaties. These Terms do not grant you any ownership interest in or to our Services, only a limited right of use that can be revoked according to these Terms. The availability and features of our Services may vary depending on where you live, which device you are using, or which software or operating system version you have.

USER GUIDELINES | We work hard to protect the security and safety of all users of our Services. We also strive to make our Services available without interruption. To help us meet these goals, you agree that:

1. You will not reverse engineer, decompile, disassemble, or make any attempts to discover the source code or algorithms of our Services.
2. You will not modify or disable any features of our Services.
3. You will not create any derivative works based on our Services.
4. You will not rent, lease, lend, sub-license, or provide any commercial hosting services using our Services.
5. You will not infringe our intellectual property rights or the rights of anyone else while using our Services.
6. You will not use our Services in any way that violates these Terms or any laws, rules, regulations, codes of practices, guidelines, or any other requirements of regulatory authorities, as amended from time to time, within the jurisdiction in which you are a resident or from which you are using the Services (“Applicable Law”).
7. You will not use our Services in any fraudulent or malicious way, for example, to introduce viruses, malicious code, or harmful data.
8. You will not use our Services in any way that could damage, disable, overburden, impair, or compromise our systems or security, or interfere with other users.
9. You will not collect or harvest any information or data from our Services or systems or attempt to decipher any transmissions to or from the servers running our Services, except to the extent allowed by Applicable Law.

INTERNET | Our Services may require Internet access to provide certain features to you. You acknowledge that access to the Internet may result in charges depending on your payment plan, and that we are not responsible for the availability or speed of the Internet.

UPDATES | We are always working to make our Services better. To share improvements and new features with you, we may provide updates or upgrades to our Services. These updates and upgrades are designed to improve, enhance, and further develop our Services, and may include bug fixes, patches, enhanced features, plug-ins, and new versions. Essential updates such as critical bug fixes or security updates may be downloaded and installed automatically without your consent to protect you and other users. For other non-essential updates, you will be notified in advance and be able to choose whether to download and activate the update.

THIRD PARTY SERVICES | We work with a global network of partners to provide you with useful content in our Services. This may include information, links, advertisements, or

other content provided by third parties (“Third Party Services”). We shall not be responsible for, and have no control over, any Third Party Services, and we are not liable for any damages or losses that are caused by any Third Party Services.

ADVERTISEMENTS | We provide most features of our Services for free. To keep these features free, we may show you ads or promotions provided by us or third parties while you use our Services.

SAMSUNG ACCOUNT

You may need to create an account to use some of our Services (“Samsung account”). By creating a Samsung account, you agree that:

1. You will provide accurate and complete information when you create your account.
2. You will update your account if any of your information changes.
3. You will safeguard your password and will not share it with anyone.
4. You will contact us immediately if you suspect anyone else is using your account.

You can delete your Samsung account at any time on our [website](#).

USER CONTENT

Some of our Services allow you to share things like comments, photos, messages, or documents with us or with other users. When you share content, you continue to own the intellectual property rights to your content and you are free to share the content with anyone else however you would like. However, to use your content in our Services, you need to grant us a license for any content that you create or upload using our Services. When you upload, transmit, create, post, display, or otherwise provide any information, materials, documents, media files, or other content on or through our Services (“User Content”), you grant us an irrevocable, unlimited, worldwide, royalty-free, and non-exclusive license to copy, reproduce, adapt, modify, edit, distribute, translate, publish, publicly perform, and publicly display such User Content (“User Content License”) to provide our Services to you and other users. We do our best to keep User Content safe, but we are not responsible if any of your User Content or other data is lost. You should keep local copies or make backups of content and other data in case something goes wrong.

YOU ARE ENTIRELY RESPONSIBLE FOR THE USER CONTENT PROVIDED BY YOU AND FOR ANY CONSEQUENCES ARISING IN CONNECTION WITH THAT USER CONTENT (INCLUDING ANY LOSS OR DAMAGE SUFFERED OR INCURRED BY US OR OTHER USERS). YOU REPRESENT AND WARRANT THAT (I) YOU ARE THE OWNER OF ALL RIGHTS PERTAINING TO THE USER CONTENT, OR OTHERWISE AUTHORIZED TO GRANT US THE USER CONTENT LICENSE; (II) THE USER CONTENT WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER THIRD PARTY RIGHTS; (III) THE USER CONTENT WILL COMPLY AND CONFORM TO ANY AGE CLASSIFICATION RULES AND REQUIREMENTS (INCLUDING ACCURATE AND ADEQUATE CLASSIFICATION AND RATING OF ANY USER CONTENT, AS THE CASE MAY BE) UNDER APPLICABLE LAW.

CHANGE / TERMINATION

CHANGE | We may, at any time:

1. Change, add, suspend, or remove features from our Services.
2. Suspend or terminate your right to use our Services, including access to your account or data.
3. Pre-screen, review, flag, filter, modify, refuse, reject, block access to, or remove any or all content from our Services.

ENDING THESE TERMS | BY YOU | You may terminate these Terms at any time by deleting your Samsung account and stopping your use of our Services.

ENDING THESE TERMS | BY SAMSUNG | We may suspend or delete your Samsung account or stop providing you with all or part of our Services at any time, if:

1. We reasonably suspect that you have violated these Terms or the instructions we provide in our Services.
2. You have clearly demonstrated (either directly or through your actions, statements, or otherwise) that you do not intend to comply with these Terms.
3. We decide to end all or part of our Services (either worldwide or in the country where you are a resident or from where you are using our Services).
4. We are required by Applicable Law to end all or part of our Services (for example, if due to changes in Applicable Law or due to court rulings or judgments which make the Services or parts of them become or be considered unlawful).

If we suspend or delete your Samsung account, we will try to notify you using the email address associated with your account or the next time you attempt to access your account or our Services, depending on the circumstances. In all such cases, these Terms will terminate including, without limitation, your license to use our Services. This means that you will have to stop using all of our Services. The termination of these Terms shall have no prejudice to any rights, obligations, and liabilities that you or we have accrued or incurred during the term of these Terms.

NOTICE | We will provide you with reasonable notice of any change, suspension, or discontinuation of our Services unless it is urgently required, in which case we will notify you at the same time as the change, suspension, or discontinuation. To the maximum extent permitted by Applicable Law, we will not be liable to you or to any third party if we exercise such rights.

LIABILITY

LIMITATION OF LIABILITY | To the maximum extent permitted by Applicable Law, we shall not be liable for loss, damage, or liability (i) where the loss is indirect, incidental, special, consequential, 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, connection or connectivity problems, or network charges. (Note that it may not be possible to exclude liability for indirect damages etc. in your country, in which case this provision will not apply to you.)

1.1 Nothing in these Terms excludes or limits our liability for (i) death or personal injury caused by our negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

INDEMNIFICATION | If, upon our explicit consent, you use our Services as part of your business, trade, or profession, you agree to indemnify, defend, and hold harmless us, our licensors, our agents, and all officers, directors, and employees from any and all third party claims, actions, losses, damages, liabilities, judgments, grants, costs, and expenses (including reasonable attorneys' fees) arising from: (i) your use of our Services or use by any person that you allow to use our Services that is not in accordance with these Terms, (ii) any breach of this Agreement by you or by any person that you allow to use our Services, or (iii) any violation of any laws or regulations or the rights of any third party by you or by any person that you allow to use our Services.

GENERAL

COPYRIGHT POLICY | We respect the intellectual property rights of others. We may suspend or delete an account or stop providing all or part of our Services to an account if we reasonably believe that such an account has repeatedly infringed intellectual property rights.

GOVERNING LAW / DISPUTE RESOLUTION | These Terms and your relationship with us under these Terms will be governed and construed in accordance with the laws of the jurisdiction where you are a resident without regard to its conflict of law provisions. These Terms will not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If you use the Services for personal use, then any legal matters arising in relation to these Terms that are not amicably settled will be subject to the non-exclusive jurisdiction of the courts of the jurisdiction where you are a resident. Alternatively, you are entitled to turn to alternative dispute resolution entities for dispute resolution, such as the Online Dispute Resolution (ODR) Platform (available at <http://ec.europa.eu/odr>) or to the local dispute resolution panel operating in your jurisdiction.

If, upon our explicit consent, you use our Services as part of your business, trade, or profession, then any legal matters arising in relation to these Terms will be subject to arbitration proceedings in English under the arbitration rules of the International Chamber of Commerce in the location of the respondent. Notwithstanding the foregoing, we may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court of competent jurisdiction.

ENTIRE AGREEMENT / SEVERABILITY | These Terms, our Privacy Policy, any additional terms that accompany our Services, any amendments, and any additional agreements you may enter into with us shall constitute the entire agreement between you and us with respect to our Services, and supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to our Services or any subject matter covered by these Terms. If any provision of these Terms is deemed to be invalid, illegal, or unenforceable (in whole or in part), then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms

will remain in full force and effect. You may be subject to additional terms and conditions that govern your use of third party services, content, or software.

NO WAIVER | If we do not exercise or enforce any legal right or remedy which is set out in these Terms or which we have the benefit of under any Applicable Law, this will not be construed as a formal waiver of our rights or remedies, and such rights or remedies will remain available to us.

RESERVATION OF RIGHTS AND FEEDBACK | Nothing in these Terms gives you a right to use the Samsung name or any of the Samsung trademarks, logos, domain names, and other distinctive brand features. All rights, titles, and interest in and to our Services (excluding content provided by third parties) are, and will remain, the exclusive property of Samsung and its licensors. If you choose to make available any comments, ideas, feedback, or suggestions, we will be free to use such comments, ideas, feedback, or suggestions as we see fit and without any obligation to you.

EXPORT LAW | You acknowledge and agree to comply with any and all Applicable Laws in using our Service including, without limitation, all applicable export restriction laws and regulations.

SURVIVAL | Any provisions within these Terms that by its nature should continue to be in effect including, without limitation, the following Sections: Ownership, Disclaimer of Warranty, Limitation of Liability, Indemnification, and General shall survive the expiration or termination of these Terms and remain valid and binding.

ELECTRONIC COMMUNICATIONS | You agree to receive all agreements, notices, disclosures, and other communications electronically including by email, push notification, pop-up, or text.

SERVICES SPECIAL TERMS

These Terms generally apply to all of our [Services](#), while the terms in this Section (“Special Terms”) only apply to the specified Services. If there is any conflict between these Special Terms and the rest of these Terms, the Special Terms shall apply. We may additionally provide separate terms, policies, and guidelines within each Service.

Samsung Cloud | Unless otherwise notified by us regarding the data storage period in this provision or via separate notice, if you do not use Samsung Cloud for more than twelve (12) months, we reserve the right to delete all of your content stored on Samsung Cloud. Even if you use Samsung Cloud, if you do not use content in a specific category of Samsung Cloud (e.g. contacts, calendars, photos, videos, keyboard data) for more than twelve (12) months, we reserve the right to delete the respective category and the content therein. We will provide you with a notice thirty (30) days in advance prior to any such deletion of your content. For purposes of this provision, “use” or “used” shall mean accessing, uploading to, or downloading content from Samsung Cloud. Please note that this provision does not apply while you are subscribed to a paid option of Samsung Cloud. If you do not back up any content from your device to Samsung Cloud for more than twelve (12) months, we reserve the right to delete any content backed up from such device to Samsung Cloud (e.g. SMS,

MMS, app installation package data, app settings, music files, document files, voice recordings, device settings). We will provide you with the backup expiration date within the Samsung Cloud application starting from thirty (30) days in advance of any such deletion of your content. If you temporarily back up your data using Samsung Cloud's temporary backup service (the service name may be changed from time to time), you can restore it only within the storage period that was notified to you when you were temporarily backing up your data. Your data may be deleted once such notified storage period expires. Be sure to back up your data regularly and also before the notified storage period expires. You are responsible for backing up your content to your own storage devices or media, as we do not guarantee or warrant that you will always be able to retrieve the content you store or back up through Samsung Cloud. You acknowledge and agree that Samsung is not liable or responsible for any loss that occurs due to you not taking action to separately back up or store your content.

Samsung Health | SAMSUNG HEALTH IS INTENDED FOR FITNESS AND WELLNESS PURPOSES ONLY, AND IS NOT INTENDED FOR USE IN THE DIAGNOSIS OF DISEASE OR OTHER CONDITIONS OR IN THE CURE, MITIGATION, TREATMENT, OR PREVENTION OF DISEASE. SAMSUNG HEALTH IS NOT INTENDED FOR USE IN THE DETECTION, DIAGNOSIS, MONITORING, MANAGEMENT, OR TREATMENT OF ANY MEDICAL CONDITION, DISEASE, OR VITAL PHYSIOLOGICAL PROCESS OR FOR THE TRANSMISSION OF TIME-SENSITIVE HEALTH INFORMATION. ANY INFORMATION FOUND, ACQUIRED, OR ACCESSED THROUGH SAMSUNG HEALTH IS MADE AVAILABLE ONLY FOR YOUR CONVENIENCE, AND SHOULD NOT BE TREATED AS MEDICAL ADVICE. YOU SHOULD SEEK MEDICAL ADVICE FROM A DOCTOR BEFORE STARTING A NEW FITNESS OR LIFESTYLE REGIMEN. YOU UNDERSTAND AND AGREE THAT ANY INFORMATION YOU OBTAIN FROM SAMSUNG HEALTH MAY NOT BE SUITABLE, ACCURATE, COMPLETE, OR RELIABLE AND THAT SAMSUNG, EXCEPT AS OTHERWISE PROVIDED FOR IN THESE TERMS, WILL NOT BE HELD LIABLE FOR ANY INJURIES, DAMAGES, LOSSES, AND/OR COSTS ASSOCIATED WITH SAMSUNG HEALTH, NOR FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION FOUND, ACQUIRED, OR ACCESSED THROUGH SAMSUNG HEALTH. YOU ACKNOWLEDGE AND AGREE THAT SAMSUNG IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, AND THAT SAMSUNG DOES NOT DETERMINE THE APPROPRIATE MEDICAL USE OF SAMSUNG HEALTH. SAMSUNG HEALTH DOES NOT GENERATE ANY INDIVIDUAL BENEFIT FOR PATIENTS.

WHAT INFORMATION DO WE COLLECT?

THROUGH SAMSUNG HEALTH, WE OBTAIN AND MAINTAIN INFORMATION ABOUT YOU IN VARIOUS WAYS. YOU CAN CHOOSE NOT TO PROVIDE US WITH CERTAIN TYPES OF INFORMATION, BUT IF YOU DO SO WE MAY NOT BE ABLE TO PROVIDE YOU WITH CERTAIN SAMSUNG HEALTH SERVICES OR IT MAY AFFECT YOUR ABILITY TO USE OR RECEIVE SOME SAMSUNG HEALTH SERVICES.

SAMSUNG HEALTH INCORPORATES SAMSUNG'S APPLICABLE PRIVACY POLICIES, INCLUDING OUR SAMSUNG HEALTH PRIVACY NOTICE (AVAILABLE HERE <https://samsunghealth.com/privacy>) AND SAMSUNG PRIVACY POLICY (AVAILABLE HERE <https://www.samsung.com/au/info/privacy/>). BY REGISTERING FOR AND USING SAMSUNG HEALTH YOU AGREE TO SAMSUNG'S APPLICABLE

PRIVACY POLICIES, INCLUDING IN RELATION TO SAMSUNG'S COLLECTION, STORAGE, TRANSFER AND USE OF YOUR PERSONAL INFORMATION. THE SAMSUNG PRIVACY NOTICE SHALL ALWAYS PREVAIL OVER THE SAMSUNG PRIVACY POLICY IN RELATION TO HOW WE USE YOUR INFORMATION FOR SAMSUNG HEALTH.

Samsung Pass | YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS IF YOU ALLOW ANYONE THAT IS NOT YOU TO USE OR HANDLE YOUR DEVICE, YOUR SAMSUNG PASS, OR YOUR SAMSUNG ACCOUNT. IT IS YOUR RESPONSIBILITY TO MAINTAIN THE SECURITY OF YOUR DEVICE. WE ARE NOT LIABLE FOR ANY LOSSES OR DAMAGES SUFFERED BY YOU DUE TO YOUR LOST, STOLEN, OR DAMAGED DEVICE. YOU MAY REGISTER YOUR BIOMETRIC INFORMATION TO VERIFY YOUR IDENTITY WHEN YOU USE SAMSUNG PASS. THIS HELPS PREVENT OTHERS FROM USING SAMSUNG PASS IF YOU LOSE YOUR DEVICE. YOU AGREE TO NOTIFY US IMMEDIATELY IF YOUR ACCOUNT BECOMES KNOWN TO SOMEONE ELSE OR IS OTHERWISE COMPROMISED.

Samsung SmartThings and Samsung Find | CERTAIN PRODUCTS AND/OR THIRD-PARTY PRODUCTS MAY NOT WORK OR MAY CEASE TO WORK WITH SMARTTHINGS DESPITE SUPPORTING THE SAME STANDARDS. WE DO NOT PROVIDE ANY GUARANTEE OR WARRANTY OF COMPATIBILITY FOR THIRD-PARTY PRODUCTS, EVEN IF SUCH THIRD-PARTY PRODUCTS ARE ACCESSIBLE THROUGH SMARTTHINGS. PLEASE NOTE THAT IF YOU ADD MEMBERS, SUCH MEMBERS WILL HAVE FULL ACCESS AND CONTROL OVER ANY AND ALL OF YOUR CONNECTED PRODUCTS.

- FIND PEOPLE

YOU WILL RECEIVE A NOTIFICATION FROM TIME TO TIME WHEN SOMEONE SEARCHES THE LOCATION OF YOUR DEVICE AFTER OBTAINING YOUR PERMISSION THROUGH SAMSUNG FIND'S "FIND PEOPLE" FEATURE.

- UNKNOWN TAG SEARCH / UNKNOWN TAG ALERT

IF A SAMSUNG TAG OR OTHER COMPATIBLE THIRD-PARTY TAGS THAT ARE UNKNOWN TO YOU ARE DETECTED TO BE WITHIN YOUR IMMEDIATE VICINITY FOR AN EXTENDED PERIOD OF TIME, YOU MAY BE PROVIDED WITH STEPS TO HELP LOCATE THE TAG THROUGH THE "UNKNOWN TAG ALERT" FEATURE. YOU CAN ALSO MANUALLY SEARCH FOR UNKNOWN TAGS THROUGH THE "UNKNOWN TAG SEARCH" FEATURE.

IF YOU CHANGE THE REGISTERED COUNTRY OF YOUR SAMSUNG ACCOUNT, YOUR ACCOUNT WILL BE WITHDRAWN FROM SMARTTHINGS AND SAMSUNG FIND. AND YOUR DATA IN THE SMARTTHINGS SERVER AND SAMSUNG FIND WILL BE DELETED.

IN THIS CASE, YOU CAN SIGN UP BASED ON THE CHANGED REGISTERED COUNTRY AND USE SMARTTHINGS AND SAMSUNG FIND.

Samsung Digital Key | You are responsible for keeping your Digital Key secure. Anyone with access to your device or Samsung account will be able to use your Digital Key and any related services, so make sure not to share your device or Samsung account with others. You are not allowed to use someone else's Digital Key without their permission. Be careful not to

lose your Digital Key or allow it to be stolen or damaged. Samsung is not responsible for any losses or damages caused by you or someone else using your Digital Key, whether or not you gave them permission.

Samsung Internet | THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE A VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (ii) DECODE AN AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PARTNER LICENSED TO PROVIDE SUCH AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

Advanced intelligence | For the purposes of the Terms, advanced intelligence shall mean features that help you translate, summarize, or generate various creative content, among others. These features could be found below, which may be updated from time to time. For clarity, these features do not include third-party applications or services. The use of said applications and services are subject to the applicable third party’s end-user agreement.

A. Call

- Get real-time translation during voice calls.

B. Samsung Keyboard

- Change the tone of your writing, get spelling and grammar suggestions, and translate messages in select chat and text messaging apps.

C. Photo Editor

- Reimagine images by moving, removing, or resizing the people and objects in them, then generating a new background to fill in any missing pieces.

D. Interpreter

- Live translation of spoken conversations, available as voice or text output.

E. Samsung Notes

- Improve notes by automatically formatting, summarizing, correcting, and translating them and generating covers for them.

F. Voice recorder

- Transform recordings into text transcripts and summaries you can review and translate.

G. Internet

- Get simple summaries of online content and translate text.

H. Wallpaper

- See your own photo change based on the time and weather.

Advanced intelligence features generate output or content (“**Output**”) based on your input of texts, images, pictures, or other applicable information (“**Input**”).

By using advanced intelligence features, you acknowledge and agree that:

1 Advanced intelligence features may provide:

1.1 inaccurate or inappropriate Output, which does not in any way represent Samsung's views nor be construed as Samsung's endorsement of such Output; or

1.2 same or similar Output to multiple users.

2 Samsung does not make any promises, assurance, or guarantees as to the accuracy, completeness, or reliability of the Output provided by the advanced intelligence features;

3 Your use of the advanced intelligence features is subject to your acceptance and compliance with any and all applicable laws and with the terms set forth below, and additional terms, policies, and guidelines, which may be made available to you and updated from time to time.

3.1 You may not use the advanced intelligence features and/or Input/Output thereof:

3.1.1 to disable, interfere with, or circumvent any aspect of the advanced intelligence features;

3.1.2 to distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;

3.1.3 to gain unauthorized access to, disrupt, or impair the use of the advanced intelligence features, or the equipment used to provide the advanced intelligence features;

3.1.4 to access or use the advanced intelligence features in a manner intended to avoid incurring fees;

3.1.5 to generate, distribute, publish, or facilitate unsolicited mass messages, email, promotions, advertisements, or other solicitations;

3.1.6 to copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the advanced intelligence features (except to the extent that such restriction is expressly prohibited by applicable law);

3.1.7 to sell, resell, sublicense, transfer, or distribute the advanced intelligence features;

3.1.8 to engage in, promote, or encourage illegal activity, including child sexual exploitation, child abuse, or terrorism or violence that can cause death, serious harm, or injury to individuals or groups of individuals;

3.1.9 for any unlawful, invasive, infringing, defamatory, or fraudulent purpose including Non-consensual Explicit Imagery (NCEI), violating the intellectual property rights of others, phishing, and creating a pyramid scheme;

3.1.10 for medical, legal, financial, or other professional advice. Advanced intelligence features' Output is for informational purposes and for personal reference only, and it should not substitute advice from a qualified professional;

3.1.11 to access or use the advanced intelligence features for activities where the use or failure of the advanced intelligence features would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry);

3.1.12 to use the advanced intelligence features to generate and distribute Output intended to misinform, misrepresent, or mislead any individual or entity, including but not limited to
i. intentionally misrepresent the origin of the Output such as by claiming that the Output generated by the advanced intelligence features has been made by a human, or claiming Output as original works, in order to deceive or misrepresent;

ii. generating and distributing Output that impersonates a living or deceased individual, other institutions, or third parties in order to deceive or misrepresent;

iii. using the advanced intelligence features to make false or misleading claims of expertise or capability including but not limited to areas that could be considered particularly sensitive such as health, finance, government services, or legal; or

iv. using the advanced intelligence features to generate decisions in areas that could have impact on individual rights or well-being, such as finance, legal, employment, healthcare, housing, insurance, and social welfare.

3.1.13 to train or fine-tune any machine learning models or any other AI-related models;

3.1.14 to use the advanced intelligence features in a way that infringes, misappropriates, or violates any person's rights, or in a way that encourages infringement, misappropriation, or violation of any person's rights; or

3.1.15 to access or use the advanced intelligence features (i) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (ii) in a manner that breaches, or causes the breach of, all applicable export and re-export control laws and regulations; or (iii) to transmit, store, or process health information subject to United States HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations except as permitted by an executed HIPAA BAA (Business Associate Agreement).

4 You are solely responsible for responding to any and all third-party claims that arise in relation to your use of the advanced intelligence features, including but not limited to copyright infringement claims or other claims that may be raised in connection with Output generated by the advanced intelligence features.

5 Samsung may, at any time, change some or all of its advanced intelligence features to subscription-based features, in which case Samsung will provide prior notice.

Additional Terms | Additional terms, policies, or guidelines will be applied for the following Services:

- Galaxy Store
- Samsung Pay
- Samsung Rewards
- Samsung Care+
- Gaming Hub
- Samsung TV Plus

If you have any questions about our Services, contact(<https://www.samsung.com/sec/>) us.

Copyright © 1995-2024 Samsung. All Rights Reserved.

[Terms and Conditions](#) [Samsung account](#) [Privacy Notice](#) [Notice](#) [Customer Support](#)