

# Special terms

Terms of service

**IMPORTANT – READ CAREFULLY. THESE TERMS OF SERVICE (“TOS”) ARE A LEGAL AGREEMENT BETWEEN YOU AND SAMSUNG ELECTRONICS CO., LTD. AND/OR ITS AFFILIATES (COLLECTIVELY, “SAMSUNG”) FOR THE SAMSUNG GAMING HUB AND ANY RELEVANT SOFTWARE OR DOCUMENTATION THEREOF (COLLECTIVELY, “SERVICE”). BY AGREEING TO THESE TOS OR BY INSTALLING OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TOS. IF YOU DO NOT AGREE TO THESE TOS, THEN DO NOT INSTALL OR USE THE SERVICE.**

**REGARDING THE SERVICE, PLEASE READ CAREFULLY THE FOLLOWING NOTICES AND DISCLAIMERS:**

- If you set an option that prioritizes battery saving, the resolution of what you see on screen may be different than the original resolution of the content.
- If you set an option that prioritizes game performance, your system performance will improve, but your power consumption will also increase.

- The names of the above options can be changed.

- When using the Find more games feature, the search results may not be accurate due to third party service providers’ limitations on search technology.

- You may only use this Service in compliance with applicable laws and regulations including those related to copyright and intellectual property rights. Intellectual property rights in and to any contents displayed by or accessed through the Service belong to the respective content owner. Such contents may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such contents. Such owners of the relevant contents may prohibit you from a certain way of using such contents.

Except as otherwise provided by Samsung, (i) Samsung does not grant you any rights to use such content nor does it guarantee that such content will continue to be available to you and (ii) you shall not, commercially or illegally, use any videos, photographs, images, graphics, artwork, audio or similar assets (“Digital Materials”) accessed through the SERVICE, or otherwise use the Digital Materials outside the context of its intended use as part of the SERVICE. You also acknowledge and agree that you will not create or distribute any content that is illegal and that you will be solely liable for any content you create or distribute.

- The Service requires access to the Internet by using mobile data, which may result in additional charges depending on your data plan with the respective network provider.

- **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’ll provide accurate and complete information when you create your account.
2. You’ll update your account if any of your information changes.
3. You’ll safeguard your password and won’t share it with anyone.
4. You’ll contact us immediately if you suspect anyone else is using your account.

You can delete your Samsung Account at any time on our website.

1. Grant of License

Subject to these TOS, Samsung grants you a limited, non-exclusive, and revocable license to install, access and use the SERVICE. The services and features provided by the SERVICE or any Update (defined below) thereto may vary or be limited depending on certain factors, including without limitation, your country or region, device, operating system, or network operator.

## 2. Reservation of Rights and Ownership

Samsung reserves all rights in and to the SERVICE not expressly granted to you in these TOS. The SERVICE is protected by copyright and other intellectual property laws and treaties. Samsung or its licensors own the title, copyright and other intellectual property rights in the SERVICE. For the avoidance of doubt, the SERVICE is licensed, not sold. You may not transfer these TOS or any of the rights or obligations to the SERVICE granted or imposed herein to any third-party unless otherwise approved by Samsung.

## 3. Restrictions

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; and (iv) rent, lease, lend, sublicense, or provide commercial hosting services with 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 this TOS unless separate terms and conditions are provided with such Updates, in which case that 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.

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 Contents

Third-party services, advertisements, and/or content may also be available to you through the SERVICE. Notwithstanding anything to the contrary, each third party providing such service, advertisement, and/or content is solely responsible for the content of its service, advertisement, and/or content and Samsung disclaims any warranty, representation, or responsibility to any third-party services, advertisements, 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, advertisements, and content may be governed by the terms of use of the third-party providers, or any license agreements, privacy policies, or other such agreements. 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 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 and improve or enhance the SERVICE. At all times your information will be treated in accordance with Samsung’s Privacy Policy, which can be viewed at:

<https://account.samsung.com/membership/pp>.

#### 7. Data Access

Some features of the SERVICE may require your mobile device to have access to the Internet and may be subject to restrictions imposed by your network or Internet provider. The SERVICE requires access to the Internet by using 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 may terminate these TOS by ceasing your use of the SERVICE, and uninstalling, deleting, and returning all related software, documentation, 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 termination of these TOS, you must immediately cease all use of the SERVICE. For the purpose of clarity, Samsung may terminate these TOS and the SERVICE with thirty (30) days prior notice to you (via service website, pop-up through application, email, or other).

#### 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 OR CONTRACTUAL CONDITIONS OF ANY KIND FROM SAMSUNG, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG DISCLAIMS ALL WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR OTHER VIOLATIONS 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

SAMSUNG WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SERVICE, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS,

FAILURE TO CONNECT, NETWORK CHARGES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, SAMSUNG'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SERVICE, OR ANY OTHER PROVISION OF THESE TOS, SHALL NOT EXCEED THE AMOUNT YOU PAID SAMSUNG SPECIFICALLY FOR THIS SERVICE. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THESE TOS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

#### 12. 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.

#### 13. 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.

#### 14. Change / Termination

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.

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 don't 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'll 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 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.

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