

1. Background

1.1 Supplementary ToS. Please read these supplementary terms of service (“ToS”) carefully before accessing or using Samsung Pay because it constitutes a binding legal agreement between you (“You”, “Your” or “User”) and Samsung Electronics America, Inc. (“Samsung”, “we”, “us” or “our”). By installing or using Samsung Pay, You agree to be bound by the ToS. If you do not agree to the ToS, you may not use Samsung Pay. The ToS may be modified by Samsung from time to time. If we modify the ToS, we will update the “Last Revised” date listed above and provide notice if required by applicable law. If you continue to access or use Samsung Pay after such modification, you will be deemed to have read, understood and unconditionally agreed to such changes to the TOS.

1.2 Incorporation of other Terms and Conditions. The ToS supplements the Samsung Service Terms and Conditions (“Service Terms and Conditions”) available at <https://account.samsung.com/membership/terms> that apply to registered User accounts with Samsung (the “Samsung Account”). You must have a Samsung Account to use Samsung Pay. The Service Terms and Conditions form an integral part of these ToS. In case of any inconsistency or conflict between the ToS and the Service Terms and Conditions, the terms of these ToS shall prevail. Samsung may assign the ToS at any time.

1.3 Privacy Notice. Your use of Samsung Pay is subject to the Samsung Pay Privacy Notice, located at: https://image-us.samsung.com/SamsungUS/home/support/samsung_pay/Samsung_Pay_Privacy_Notice.pdf and the Samsung Account Privacy Policy, located at: <https://account.samsung.com/membership/pp>. The Samsung Pay Privacy Notice and the Samsung Account Privacy Policy are both hereby incorporated by reference. The Samsung Pay Privacy Notice and the Samsung Account Privacy Policy explain how Samsung collects, protects, uses and shares Your personal information in connection with Samsung Pay and your Samsung Account, respectively.

2. Samsung Pay Features & Functionality

2.1 Payment Cards.

a. Samsung Pay enables Users to store and use credentials that represent credit, debit, prepaid and gift cards (each, a “Card”) as authorized by the issuer of such Card (a “Card Issuer”). Samsung Pay may be used at participating merchant locations using an eligible Samsung mobile device or accessory or on-line via applications, websites, browsers, interfaces and integrations with third party digital wallets. Your Card Issuer, as well as Samsung, each reserves the right to exclude certain Cards from participating in Samsung Pay or to terminate their participation. Eligible Cards may also vary based on Your location and may change from time to time. The availability of Samsung Pay and its features may vary based on Your location, merchant or provider participation, device model or Card. In some instances, Cards used to make purchases from other Samsung applications, websites, browsers, and interfaces will be stored within Samsung Pay to facilitate Your future checkout experiences.

b. Samsung Pay facilitates issuance of a general purpose reloadable prepaid Card (“GPR Card”) by a Card Issuer. Your eligibility for, and use of, the GPR Card is subject to the Card Issuer’s terms and conditions. Samsung reserves the right to terminate this feature or change GPR Card Issuers at any time. In the event of a change of GPR Card Issuers, Your data may be ported to the new provider for continuity purposes. For the avoidance of doubt, Samsung:

- i. is not the GPR Card Issuer;
- ii. is not a bank;
- iii. is not a money service business;

- iv. does not determine your eligibility for a GPR Card;
- v. does not hold, have access to or guarantee money deposited to Your GPR Card; and
- vi. is not liable for any errors or omission arising from, or related to, the GPR Card or Card Issuer.

2.2. Gift Card Catalog. Samsung enables certain gift Cards (“Gift Cards”) to be purchased through Samsung Pay (“Gift Card Catalog”). You agree to comply with any additional terms and conditions established by the Gift Card Catalog provider, as applicable. For the avoidance of doubt, Samsung is not the merchant of record for Your purchase of Gift Cards from the Gift Card Catalog. You agree to look solely to the Gift Card Issuer (and not Samsung) with respect to any requested refunds, exchanges, replacements or other concerns in connection with a Gift Card. We do not assume any liability for Gift Cards and are not responsible for Gift Cards that expire or cannot be redeemed for any reasons, including Gift Card Issuers that cease operations. If You encounter difficulty in purchasing a Gift Card through the Gift Card Catalog, please contact 1-877-426-2551 for support. If You encounter difficulty in setting up a Gift Card for use within Samsung Pay once purchased, please contact Samsung Customer Support for support. You may also load certain physical Gift Cards for use with Samsung Pay by entering the Card number and any applicable codes. You should be sure to keep your physical Gift Card or proof of purchase of the physical Gift Card in case you are unable to redeem the loaded Gift Card for any reason. Gift Cards provisioned within Samsung Pay remain subject to the terms and conditions established by the Card Issuer, the Gift Card Catalog provider and these ToS. Gift Cards added to Your device may be stored by Samsung allowing for portability to other Samsung devices.

2.3. Deals and Offers.

(a) Samsung Pay enables Users to store and access offers, coupons, deals, discounts and vouchers (“Deals”). Types of Deals will vary, quantities are limited, expiration dates will apply and are subject to participation by Deal providers. You agree to receive notices about nearby Deals to Your eligible device or accessory based on the proximity of Your device to a participating store or business. You agree to comply with any additional terms and conditions established by the Deal provider, as applicable, including, without limitation, redemption limits, resale and redistribution restrictions, and expiration dates. One-time Deals may only be used one time and may not be shared. You agree not to engage in any practices that interfere or circumvent any redemption tracking methods.

(b) You agree to look solely to the Deal provider (and not Samsung) to resolve any and all questions or concerns relating to a Deal, including, without limitation Deal redemption, product safety or product liability. Samsung is neither responsible nor liable for Deal content, including errors or omissions relating to the Deal or for product safety or liability. You agree that we are not agents of any Deal provider and that Deal providers operate independently and are not under our control. We do not assume any liability, obligation or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such Deal.

2.4 Promotions. Promotions such as discounts and referral codes (“Promotion(s)”) offered by Samsung or its partners are subject to the applicable terms and conditions. Quantities may be limited or substituted in Samsung’s sole discretion.

2.5 Membership Programs. Samsung Pay provides access to certain third party loyalty or membership Cards and similar programs (“Membership Program(s)”). You agree to comply with any additional terms and conditions established by the Membership Program provider. Membership Cards may be accessed or used in Samsung Pay with or without biometric authentication or PIN verification. Membership Cards added to Your device may be stored by Samsung allowing for portability to other Samsung devices. Samsung is not liable for any errors or omissions contained within any Membership Program. You agree to look solely to the Membership Program provider to resolve any questions or disputes relating to a Membership Program.

2.6 Points Rewards Programs. You may also be eligible to purchase items using Samsung Pay with points associated with your Card. Such third party points programs are managed by, and subject to, Your agreement with Your Card issuer(s). If successfully processed, points will be deducted from Your Card account and applied as a statement credit. If not successfully processed, Your Card will be charged the full amount of the transaction. Samsung is not responsible for any errors or failure of points to be processed or applied to Your purchase. You agree to look solely to Your Card issuer (and not Samsung) to resolve any issues regarding point redemption.

2.7 Global Remittance. Samsung supports a global remittance service offered by a third party service provider that facilitates P2P money transfer (the "Remittance Provider"). Your eligibility for, and use of, the service is subject to the Remittance Provider's terms and conditions. Samsung reserves the right to terminate the remittance service or change Remittance Providers at any time. In the event of a change of Remittance Providers, Your data may be ported to the new provider for continuity purposes. For the avoidance of doubt, Samsung:

- i. is not the Remittance Provider;
- ii. is not a money service business;
- iii. is not a bank;
- iv. does not determine your eligibility for the remittance service;
- v. does not hold, have access to or guarantee money transferred via the service; and
- vi. is not liable for any errors or omission arising from, or related to, the remittance service or Remittance Provider.

2.8 Cash Back Loyalty Awards Program. Samsung offers a Cash Back Loyalty Awards Program ("Awards Program") to allow Users to earn a percentage back of their purchase amount on certain purchases completed through the websites, applications, and other related properties of participating merchants and other third parties ("Awards"). The participating merchants and other third parties are collectively referred to as "Merchants" and the websites, applications and other related properties of such Merchants are referred to as "Third Party Sites". Participation in the Awards Program and the opportunity to earn Awards are offered at the sole discretion of Samsung and subject to Your compliance with these terms and conditions. Samsung reserves the right to change, upgrade, or discontinue the Awards Program, any feature of the Awards Program, or the participation of any Merchant or Third Party Site, at any time, with or without notice. All rights not expressly granted under these terms and conditions are reserved by Samsung or its licensors.

(a) Qualifying Purchases; Exclusions

(i) Qualifying Purchases: Available offers are presented in the Samsung Pay application. In order to earn an Award, You must: (A) click on a Merchant link within the Samsung Pay application or Samsung browser which link redirects you to a Third Party Site, and (B) complete a qualifying purchase transaction after clicking on the Merchant link ("Qualifying Purchase"). NOTE: Merchants have different rules regarding how long the offer will be available after first visiting their Third Party Site. If You disable "cookies" on Your device used to make a Qualifying Purchase, You may not be credited for your Qualifying Purchase because cookies are used to authenticate Users and verify eligibility.

(ii) Samsung Browser: Samsung may also make available a browser extension to enhance Your shopping experience ("Samsung Browser Extension"). Additional terms may apply to any such Samsung Browser Extension.

(iii) Exclusions. Awards are earned on Your net purchase amount for a Qualifying Purchase, which excludes taxes, fees, discounts or credits, shipping, returns or cancellations, extended warranties and

any other fees imposed by the Merchant. Purchases of Gift Cards do not qualify under the Awards Program. The amount of an Award for a Qualifying Purchase will be calculated as a percentage of your net purchase amount. Amounts vary by Merchant and product category and may contain exclusions in the terms of the offer and/or on the applicable Third Party Site. The terms of a particular offer will be displayed to You within the Samsung Pay application or Samsung browser prior to you selecting the Merchant link. The maximum amount of an Award that you may earn for any individual Qualifying Purchase is \$100.

(iv) **Fraudulent Activity:** We reserve the right to investigate any purchase transaction (including a Qualifying Purchase) that we believe, in our sole discretion, is abusing or has abused the Awards Program. We reserve the right to rescind Awards to of any User that we believe, in our sole discretion, is abusing or has abused the Awards Program, including, without limitation, by engaging in a pattern of returning products after the applicable Return Period (as defined below) for a Qualifying Purchase that has been credited to such User. Any failure to comply with these terms and conditions, any fraud or abuse relating to the accrual or receipt of an Award, or any misrepresentation of any information furnished to Samsung by You or anyone acting on Your behalf may result in the termination of Your participation in the Awards Program and forfeiture of any Awards (whether pending or accrued). If Samsung has any reason to suspect fraudulent activity is associated with an Award grant, Samsung reserves the right to delay or withhold the ability to redeem Awards. Any suspected or actual cases of fraudulent activity will be escalated and reviewed in accordance with our fraud policy.

(b) MAXIMUM PER TRANSACTION VALUE. THE MAXIMUM AMOUNT OF AN AWARD THAT YOU MAY EARN FOR ANY INDIVIDUAL QUALIFYING PURCHASE IS \$100.

(c) Accrual and Expiration

(i) **Accrual.** Awards credited for Qualifying Purchases will be held in a pending state and do not accrue until expiration of the applicable return period for the product or service You purchased via a Third Party Site (the "Return Period"). During the applicable Return Period, such amounts will be designated as "pending." Upon expiration of the Return Period, Samsung will update Your Awards balance to indicate that the relevant Award that has "accrued" is available for You to redeem. The applicable Return Period is set by the relevant Merchant and, therefore, accrual dates vary depending on the Merchant's policies and reporting schedules.

(ii) OWNERSHIP OF AWARDS. ALL RIGHT, TITLE AND INTEREST IN ALL PENDING AWARDS (REMAIN VESTED WITH SAMSUNG DURING THE APPLICABLE RETURN PERIOD.

(iii) **Awards Adjustments.** In our sole discretion, we may deduct pending Awards in order to make adjustments for returns and cancellations with respect to Qualifying Purchases. For instance, if You return or cancel all or a portion of Your Qualifying Purchase to the Merchant during the Return Period, Samsung will receive a notification and will adjust Your pending Award accordingly. Alternatively, if You return or cancel the entirety of Your Qualifying Purchase during the Return Period, Samsung will deduct the entirety of Your pending Award for such Qualifying Purchase. Any such adjustments will be made in accordance with these terms and conditions, any applicable Samsung policies and terms, the terms of any Third Party Site offers, and any and all applicable laws, rules, and regulations. The determination of whether a purchase made through a Third Party Site qualifies for Awards (i.e., whether such purchase is a Qualifying Purchase) is at the discretion of Samsung and the Merchant. If a Merchant fails to report a Qualifying Purchase to Samsung or fails to make payment to Samsung for any reason, Samsung reserves the right to cancel the Award associated with that Qualifying Purchase. It is Your responsibility to check Your Awards balance regularly to ensure that Awards have been properly credited and that Your Awards balance is accurate. If You believe that Awards have not been correctly credited, You must contact Samsung customer service within ninety (90) days of the Qualifying Purchase. Should You disagree with any adjustments made to Your Awards balance or Awards made available to You,

Your sole remedy is to not participate in the Awards Program.

(d) Redemption.

(i) Redemption. Once Your Awards have accrued (i.e., after the Return Period has expired), You may redeem Your Award by instructing Samsung to transfer Your Award balance to an available redemption method ("Redemption Method"). Redemption Methods will vary and are subject to additional terms and conditions. For example, accrued Awards transferred to a gift card or an eligible prepaid card may be subject to additional terms and conditions of the gift or prepaid Card Issuer, including inactivity fees and forfeiture in the event of an expiration event. Samsung is not the provider or issuer of the available Redemption Methods and is not responsible for Awards once such amounts have been transferred to a Redemption Method.

(ii) IMPORTANT NOTICE ABOUT REDEMPTION OF AWARDS TO SAMSUNG REWARDS PROMOTIONAL MASTERCARD CARD OR PROMOTIONAL VISA CARD ("REWARDS CARD"). ADDITIONAL TERMS, AND CONDITIONS APPLY TO THE REWARDS CARD. THE MASTERCARD REWARDS CARD INCLUDES A "VALID THRU" DATE, HOWEVER, EVEN IF THE "VALID THRU" DATE HAS PASSED, THE AVAILABLE FUNDS ON YOUR CARD DO NOT EXPIRE. SEE MASTERCARD REWARDS CARD AGREEMENT FOR DETAILS. ADDITIONAL TERMS, AND CONDITIONS APPLY TO THE VISA REWARDS CARD, INCLUDING EXPIRATION DATES. THE VISA REWARD CARD, THE AWARDS REDEEMED TO THE VISA REWARD CARD, AND ANY VALUE ASSOCIATED WITH EITHER, EXPIRES AND IS NO LONGER AVAILABLE TO YOU ON THE VISA REWARD CARD "VALID THRU" DATE. REWARDS REDEEMED TO AN EXISTING VISA REWARDS CARD ALSO EXPIRE ON THE "VALID THRU" DATE.

(iii) Minimum Balance. A minimum accrued Award of \$5 is required before a User can transfer the Award to an available Redemption Method.

(iv) Not Redeemable for Physical Currency. Despite phrases that may be used such as "Cash" or "Cash Out," accrued Awards are not available as physical currency. For example, You cannot withdraw Awards from an automated teller machine.

(e) Third Party Site Awards Program Restrictions. You agree that You will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Third Party Sites; (ii) introduce into the Third Party Sites any code intended to disrupt the Awards Program; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Third Party Sites (collectively, "Content"); (iv) access the Awards Program or the Third Party Sites by expert system, electronic agent, "bot" or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Samsung; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code relating to the Awards Program for any reason; (vii) rent, sell or sublicense any of the Third Party Sites; (viii) provide any unauthorized third party with access to the Awards Program; (ix) access confidential Content through the Third Party Sites; (x) interfere with the operation of the Awards Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Third Party Sites or within the Awards Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (xii) infringe any third party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with Your use of the Awards Program or the Third Party Sites; (xiii) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Awards Program.

(f) Merchant Policies. A product or service purchased from any Merchant through the Awards Program is governed by and subject to the applicable Merchant's policies, including applicable exchange and

shipping policies. For the avoidance of doubt, Samsung is not the merchant of record for Your Qualifying Purchase and does not have any liability with respect to any products or services purchased from Merchants participating in the Awards Program. You agree that we are not agents of any Merchant and that the Merchants that participate in the Awards Program operate independently and are not under our control with respect to the Awards Program or otherwise. Accordingly, Your participation in offers or promotions of, or correspondence with, any Merchant is solely between You and that Merchant. Samsung does not assume any liability, obligation or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the redemption, withdrawal or modification of any such offer or promotion. Samsung is not responsible for changes to, or discontinuance of, any Third Party Site, or for any Merchant's withdrawal from the Awards Program, or for any effect on accrual of amounts caused by such changes, discontinuance, or withdrawal.

3. Samsung Money by SoFi

Samsung Pay provides access to a cash management account and an accompanying debit Card ("SMBS Account" and "SMBS Card") that are offered by Social Finance, Inc. ("SoFi") and a bank with which SoFi partners to issue the SMBS Card ("the "SMBS Card Issuer"), respectively. Your eligibility for, and use of, the SMBS Account and SMBS Card are subject to SoFi's and the SMBS Card Issuer's terms and conditions. Samsung and SoFi reserve the right to terminate the availability of the SMBS Account and/or SMBS Card and/or their access through Samsung Pay, or change the SMBS Card Issuer at any time. In the event of a change of SMBS Card Issuer, Your data may be ported to the new SMBS Card Issuer for continuity purposes. For the avoidance of doubt, Samsung:

- i. is not the SMBS Account provider or SMBS Card Issuer;
- ii. is not a bank or broker-dealer;
- iii. is not a money service business;
- iv. does not determine your eligibility for or establish the terms applicable to a SMBS Account or SMBS Card;
- v. does not hold, have access to, guarantee or otherwise handle funds deposited to Your SMBS Account; and
- vi. is not liable for any errors or omissions arising from, or related to, the SMBS Account, SMBS Card, SoFi or the SMBS Card Issuer.

You agree to look solely to SoFi and/or the SMBS Card Issuer (and not Samsung) with respect to any requested refunds, SMBS Card replacements, inquiries about your SMBS Account balance or features, or other concerns. For assistance with your SMBS Account or SMBS Card, contact SoFi at 844-977-7634.

4. Notifications; In-App Messaging

You agree that Samsung may send You notices, disclosures and other communications to Your device via SMS, in-app messaging email and direct mail. Notices may include information about Samsung Pay services, Deals, Promotions, Points Rewards, Samsung Pay merchant acceptance, service enhancements, updates and other information. You agree that certain notices may be based on Your location relevant to stores or businesses. You can choose to modify these notification settings within Samsung Pay by clicking on Settings and then Notifications. You hereby consent to receive such notices from Samsung.

5. Your Acceptance of these ToS

5.1 The ToS only govern the relationship between Samsung and You related to Your use of Samsung Pay. Other than as specifically set forth herein, Samsung neither conducts nor has control over any commercial activities in connection with Your use of Samsung Pay, including, without limitation, credit assessment, card issuance, payment processing, chargebacks, purchases, returns, refunds, merchant offers, deals, rewards, awards or membership terms. Samsung does not have any control over Your Card Issuer's cardholder authentication activities. You agree that Samsung is not responsible for any of these activities nor for Your relationship with any Card Issuer or merchant in connection therewith. You agree that Your use of Cards on Samsung Pay will remain subject to the terms of any cardholder

agreement(s) You may have with the relevant Card Issuer, and neither these ToS nor Your use of Samsung Pay shall alter Your existing relationship with Card Issuers with respect to Your Cards.

5.2 You agree that You will use Samsung Pay in accordance with applicable law and will not use Samsung Pay for any illegal or fraudulent purposes, or purposes that are prohibited by the Service Terms and Conditions or these ToS. SAMSUNG PAY MAY NOT BE USED BY ANY PERSON OTHER THAN THE CARDHOLDER AUTHORIZED TO USE THE CARD PURSUANT TO THE CARDHOLDER AGREEMENT BETWEEN YOU AND THE CARD ISSUER THAT ISSUED YOUR CARD. Persons under the age of majority in their resident jurisdictions (each, a "Minor") may not use Samsung Pay unless their parent or legal guardian has reviewed and agreed to these ToS. If You are a parent or guardian permitting a Minor to use Samsung Pay, You agree to: (i) exercise supervision over the Minor's use of Samsung Pay; (ii) assume all risks associated with the Minor's use of Samsung Pay, including the transmission of materials, content or other information to and from third parties via the Internet; (iii) assume all liabilities resulting from the Minor's use of Samsung Pay, including applicable payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the Minor. UNDER NO CIRCUMSTANCES MAY MINORS UNDER THE AGE OF 13 (THIRTEEN) USE SAMSUNG PAY.

5.3 From time to time Samsung may offer features or services that may be subject to additional or different terms of service. You shall not use these additional features and services unless You agree to the applicable terms. Samsung may also provide access to features or services that are identified as "beta," "lite" or "pre-release." You understand and agree that such services are still in development, may have bugs or errors, may be feature incomplete, may materially change prior to commercial launch, or may never be released commercially. Despite any other provisions of this ToS to the contrary, any use of or reliance on such beta features or services is done at Your own risk and is provided as is and without warranty of any kind.

5.4 Samsung Pay and its features and functions may not always be available or error-free. Samsung may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of Samsung Pay, temporarily or permanently, including the availability of any portion of Samsung Pay at any time with or without notice to You and You agree that Samsung shall not be liable to You or to any third party as a result of taking any of these actions.

6. Security

6.1 You must register either Your physiological biometric data or PIN to prevent others from accessing or using Samsung Pay on Your device. You agree to keep Your PIN confidential at all times, and to notify Samsung immediately if Your Samsung Pay application PIN is stolen, becomes known to an unauthorized third party or is otherwise compromised. In some instances, if You lose Your device, You can lock the Samsung Pay application and wipe the data off Samsung Pay via the Find My Mobile service to help prevent unauthorized use of Samsung Pay.

6.2 Use of iris scanning technology is at Your own risk. Do not: (i) stare at the iris recognition light from less than 20 cm away from Your device; (ii) use the iris recognition camera and LED with infants or children; and (iii) use iris scanning technology if You have had dizziness, seizures, loss of awareness, blackouts, or other symptoms linked to an epileptic condition, or a family history of such symptoms or conditions without first consulting Your doctor.

6.3 Use of Samsung Pay for Your wearable devices or accessories may require access to or pairing with Your mobile device, and obtaining updates or upgrades made available by Samsung from time to time. You agree that: (i) Your wearable device or accessory may access Your mobile device anytime; (ii) certain data and information that You have supplied to Samsung (including encrypted Card information), may be transferred to Your wearable device; (iii) when deleting or resetting the Samsung Pay application from Your wearable devices, certain Card information will be preserved in Your mobile

device; (iv) deleting a Card from Your wearable device may not automatically delete the Card from Your Samsung Pay account; (v) it is Your sole responsibility to apply a security function (e.g., pattern lock, pin number, etc.) to Your device and (vi) Samsung is NOT liable for any losses or damages suffered by You due to Your lost, stolen or damaged device.

7. Grant of License and Restrictions

7.1 Samsung hereby grants You a non-exclusive, non-transferable, limited, personal and revocable right and license to access and use Samsung Pay for Your personal use only, provided that You comply fully with these ToS. You acknowledge and agree that some of the functionalities or services offered by Samsung Pay may be provided by Samsung's affiliates or subcontractors on behalf of Samsung.

7.2 Use of Samsung Pay requires Your device to have access to the Internet via a mobile network or Wi-Fi (fees may apply), and requires obtaining updates or upgrades from time to time. Some updates can be configured to update automatically when connected to Wi-Fi. Because use of Samsung Pay involves hardware, software, Internet access and applicable updates, Your ability to use Samsung Pay may be affected by the performance of these factors. You agree that complying with such system requirements, which may be changed from time to time, is solely Your responsibility.

7.3 You shall not interfere or attempt to interfere with the operation or use of Samsung Pay in any way through any means or device including, but not limited to, spamming, hacking, and uploading computer viruses or time bombs, or any other means. You may not use Samsung Pay for commercial purposes or for any purpose that is unlawful or prohibited by the ToS. You are specifically prohibited from using Samsung Pay in connection with any contents, services, programs or applications that: (i) are in violation of any third party's rights, including but not limited to, intellectual property rights; or (ii) contain viruses or other harmful software, code or other malware that impact or limit the functions or services provided by Samsung Pay or the devices supporting Samsung Pay.

7.4 You may not reverse-engineer, copy, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, publicly perform, transfer, sell, license, create derivative works from or based upon, republish, upload, edit, post, transmit, distribute, exploit, circumvent or otherwise translate (or encourage or assist any other person to do any of the foregoing) Samsung Pay in whole or in part.

7.5 Samsung, in its sole discretion and without notice to You unless required by applicable law, may immediately (i) suspend or terminate Your use of Samsung Pay; (ii) terminate the licenses granted hereunder; and/or (iii) preclude access to Samsung Pay.

8. Third Party Services

Samsung Pay may include links to, access to or use third of party services. Such access will not be construed as an endorsement, sponsorship, or affiliation by Samsung of such third party services. Samsung exercises no control whatsoever over such other third party services, and is not responsible or liable for the availability, functioning, or quality thereof or the content, advertising, products or other materials thereon. Samsung will not be responsible or liable, directly or indirectly, for any damage or loss (including data loss) incurred or suffered by You in connection therewith. Your access and use of third party services, including information, material, products and offers therein, is solely at Your own risk. Use of third party services may require Your agreement to separate terms and conditions. Samsung reserves the right to terminate or change third party providers at any time.

9. DISCLAIMERS

9.1 DISCLAIMER OF WARRANTIES. SAMSUNG PAY IS PROVIDED "AS IS," "WHERE IS" AND "AS

AVAILABLE” AND WITHOUT WARRANTIES OF ANY KIND. SAMSUNG AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, RELATING TO SAMSUNG PAY AND/OR SERVICES MADE AVAILABLE VIA SAMSUNG PAY AND SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE PREVIOUS DISCLAIMER, SAMSUNG AND ITS LICENSORS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT: (I) SAMSUNG PAY WILL OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER; (II) SAMSUNG PAY WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS OR ERRORS; (III) SAMSUNG PAY WILL BE SECURE AGAINST OR IMMUNE FROM (INCLUDING THE CONTENT DELIVERED TO YOU OR ANY INFORMATION YOU PROVIDE) ANY UNAUTHORIZED ACCESS; AND (IV) DEALS, OFFERS, COUPONS, LOYALTY PROGRAMS, MEMBERSHIP PROGRAMS AND OTHER SAMSUNG PAY SERVICES WILL BE AVAILABLE, ACCURATE, OR ERROR-FREE.

9.2 DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL SAMSUNG OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF SAMSUNG OR ITS LICENSORS HAVE 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 THEORIES, EVEN IF SAMSUNG OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT YOU HEREBY WAIVE ANY AND ALL RIGHTS TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS FROM SAMSUNG AND ITS LICENSORS. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT SAMSUNG WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS IF YOU ALLOW ANYONE (SUCH AS ANOTHER USER OR A MERCHANT) TO USE OR HANDLE YOUR DEVICE OR SAMSUNG PAY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SAMSUNG’S CUMULATIVE LIABILITY TO YOU ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL LOSS; OR (B) \$1,000 (ONE THOUSAND DOLLARS).

9.3 THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. Governing Law

These ToS shall be governed and construed by the laws of the State of New York, without regard to its conflict or choice of law provisions. Unless otherwise provided for in the governing law, any claim or dispute arising in connection with these ToS or Your use of Samsung Pay shall be resolved as set forth in the Service Terms and Conditions, located at <https://account.samsung.com/membership/terms>.