

FOLD CONCIERGE AND IN-PERSON ONBOARDING FOR SAMSUNG GALAXY FOLD Terms and Conditions

THESE TERMS AND CONDITIONS (THE “TERMS”) DESCRIBE SERVICES (AS DEFINED BELOW) THAT SAMSUNG ELECTRONICS AMERICA, INC. (“SAMSUNG”) WILL PROVIDE TO PARTICIPANTS WHO MAKE A QUALIFYING PURCHASE AND AGREE TO THESE TERMS AS STATED BELOW:

YOU ARE ELIGIBLE TO USE THE SERVICES IF YOU PURCHASE A SAMSUNG GALAXY FOLD DEVICE FROM SAMSUNG OR ITS AUTHORIZED DISTRIBUTORS ON OR BEFORE DECEMBER 31, 2019 (THE “EXPIRATION DATE”). THERE IS NO SEPARATE OR ADDITIONAL CHARGE TO USE THE SERVICES. THE SERVICES ARE SUBJECT TO THESE TERMS AT <https://www.samsung.com/us/support/galaxy-fold-premier-service/> .BY USING THE SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICES.

Samsung reserves the right to modify, change or add to these Fold Concierge Terms at any time without prior notice by posting an updated version of these Fold Concierge Terms at <https://www.samsung.com/us/support/galaxy-fold-premier-service/> (“Updated Terms”). You agree that your use of the Services after Samsung has posted the Updated Terms constitutes your agreement to the Updated Terms. Therefore, you should review these Fold Concierge Terms before using or continuing to use the Services. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms.

ELIGIBILITY: Unless modified by Updated Terms the Services are available only to legal residents of the United States, including the District of Columbia, Puerto Rico and the U.S. Virgin Islands (the “United States”) who are at least 18 years old. The Services are not available outside of the United States and where prohibited or restricted by law. Individuals who use the Services are collectively referred to herein as “Participants,” “you” and “your.” Samsung and any service providers it engages to provide any of the Services (each a “Service Provider”) will ask Participants to provide verification of identity and may request proof of eligibility, including date of purchase of a Qualifying Purchase (as define below). Use of any of the Services constitutes Participant’s full and unconditional agreement to these Terms. Samsung’s and Service Provider’s decisions relating to eligibility or the nature or extent of service provided in any particular instance are final and binding on Participants in all respects.

QUALIFYING PURCHASE. The Services are available only with respect to the use of Samsung Galaxy Fold devices that were purchased in the United States from Samsung or Samsung’s authorized distributors prior to the Expiration Date. The Services are not available with respect to use of Samsung Galaxy Fold devices purchased outside the United States or that are not authorized by Samsung or its affiliates for sale in the United States. To qualify for the Services, the Samsung Galaxy Fold device you purchase must be labeled with an FCC ID to show that it is certified for use in the United States under applicable FCC regulations. The FCC ID number can usually be found printed somewhere on the device. It can also be found in the user manual. When accessing the Services, you must provide date of purchase and information to identify your device, such as the IMEI number. You may also be asked, and if so you agree to provide, where or from whom it was purchased. If requested, you agree to provide receipts or other

proof of purchase sufficient to show a Qualifying Purchase. A purchase date after the Expiration Date or receipts that are inaccurate or contain illegible or incomplete information will be rejected.

SERVICES: For one (1) year from the date of a Participant's Qualifying Purchase, Samsung or Service Providers engaged by Samsung will provide the following services (the "Services") to Participants

- Assistance with initial activation, set-up and personalization of their Galaxy Fold device and transfer of data from their previous device;
- Ongoing support 24 hours per day, 7 days per week, for assistance using their Galaxy Fold device.

Samsung or its Service Providers may provide the Services via telephone at 1-888-970-FOLD, via online text or video chat using the Samsung Members app, or in-person at a location such as your home, office or a Samsung Experience store. Video chat hours are limited and will be available as determined by Samsung. In-person Services require an appointment with Samsung or a Service Provider and are subject to availability and to geographic and scheduling limitations as determined by Samsung.

TERMINATION OR SUBSTITUTION OF SERVICES: Samsung reserves the right to terminate the Services at any time in its sole and absolute discretion with or without notice. No substitution or exchange will be allowed, except by Samsung, who reserves the right for any reason to substitute other services or a gift in lieu of the Services.

LIMITATIONS OF LIABILITY: Officers, directors, agents and employees of the Samsung, Service Providers, and each of their respective parent companies, subsidiaries, franchisees, affiliated entities, and each of their respective advertising, promotion and web design agencies, independent contractors (all such individuals and entities collectively referred to herein as "Fold Service Entities") are not responsible for: (i) interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected communications, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to use of the Services; (ii) illegible, unintelligible, postage due, misdirected, delayed, undelivered, communications, or incorrect or inaccurate registration or order information, whether caused by Internet users or programming associated with or utilized in connection with the Services or by any technical or human errors that may occur in the administration of the Services; (iii) unavailability of in-person services due to scheduling limitations, geographic limitations or other limitations or restrictions determined by Samsung, or (iii) for any typographical errors in any Services-related materials. FOLD SERVICE ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT REGARDING THE SERVICES.

INDEMNITY AND RELEASE: Participant hereby agrees to hold Fold Service Entities harmless from all liability for any costs, claims, damages or any other injury (whether due to negligence or otherwise), disability or loss to any person or property (including, without limitation, death or violation of any

personal rights such as right of publicity/privacy, libel or slander) due in whole or in part, directly or indirectly, to use of the Services, the delivery and/or subsequent acceptance of, use or misuse of Services, or any activity related to the Services. Fold Service Entities are not responsible for any loss (financial or otherwise), liability, injury (including death) or damage to persons or property, which may be caused directly or indirectly, in whole or in part, by the use or misuse of the Services. Fold Service Entities further assume no liability either for the cancellation, modification or premature conclusion of the Services for any reason, including but not limited to, through the acts or defaults of any company or person providing the Services, scheduling limitations, limitations on geographic availability, or due to weather, fire, strike, acts of war or terrorism, or any other condition beyond its control.

DISPUTES: Any dispute you may have with Samsung arising out of or relating to the Services shall be governed by the Arbitration Agreement (including its 30-day opt-out provision) included in the Samsung Terms and Conditions that apply to your Samsung Galaxy Fold device. For more information about your rights, obligations, opt-out opportunities and the full terms of the Arbitration Agreement, see www.samsung.com/us/Legal/phone-HSGuide, the printed materials enclosed in the box, or the Legal section of the settings menu of your Samsung Galaxy Fold device (typically in the “About Device” or “About Phone” section). As stated in such Arbitration Agreement, such dispute shall not be combined or consolidated with a dispute involving any other person’s or entity’s claim related to the Offer, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action.

PRIVACY: Samsung's Privacy Policy as stated at www.samsung.com/us/common/privacy.html shall apply to the Services.

GENERAL CONDITIONS: Participants waive any right to claim ambiguity in these Terms. All federal, state and local laws and regulations apply. Federal, state and local taxes, if any, are the sole responsibility of Participant. Samsung reserves the right, in its sole discretion to cancel, terminate, or modify, the Services at any time and proceed in a manner it deems fair and reasonable. Samsung reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Services; to be acting in violation of these Terms; or to be acting in a manner that may, Samsung’s judgment, interfere with the use of the Services by others or with the intent to disrupt the normal operation of the Services. Fold Service Entities are not responsible for any lost, late, illegible, undeliverable/undelivered e-mails or other communications. In the event of any conflict between these Fold Service Terms and anything stated in the Updated Terms or materials related to the Services or the Samsung Galaxy Fold device (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), these Fold Service Terms shall prevail. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. Samsung’s failure to enforce any term of these Terms shall not constitute a waiver of that provision and such provision shall remain in full force and effect. The Services are not available to resellers, retailers, distributors, clubs, organizations or groups.

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