

Samsung Pay Supplementary Terms of Service

Revised: February 2020

1. Background

1.1 Supplementary ToS. Please read these supplementary terms of service for Samsung Pay (“ToS”) carefully before accessing or using Samsung Pay because it constitutes a binding legal agreement between you (“You”, “Your” or “User”) and Samsung Gulf Electronics (“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://images.samsung.com/is/content/samsung/p5/ae/samsungpay_2018/images/privacy_notice_v2.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.

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.

2.2 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.

2.3 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.

2.4 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.

2.5 In-App Payments. You may make payments using Samsung Pay within participating merchant apps where You see a Samsung Pay button at checkout (“In-App Payments”). You may be asked to input a delivery address for In-App Payments. The delivery address will be stored on Your Device allow for accessibility on other Samsung devices which you use to log into your Samsung Account.

2.6 Card Suggestions. Card Suggestions is a feature where credit or a debit cards are offered through Samsung Pay by issuing banks and financial institutions. The offering is subject to the applicable terms and conditions from the issuing bank or financial institution and the acceptance of the application is completely under the discretion of the issuer partner. Samsung shall not take any liability, responsibility, ownership of data submitted through the Samsung Pay application to the issuing partner or financial institution. Samsung shall not be responsible for the accuracy of information provided by the issuing bank or financial institution published on Samsung Pay application.

3. 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, 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.

4. Your Acceptance of these ToS

4.1 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.

4.2 You agree that You will use Samsung Pay in accordance with applicable law in accordance with the laws of the country in which You reside and (if applicable) the country that You are in when using Samsung Pay and You 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 USE SAMSUNG PAY.

4.3 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.

4.4 The features of Samsung Pay may vary based on your location, device model and Card, and may change from time to time, for example to make improvements to security, carry out technical updates, develop new functionality or improve the Samsung Pay user experience. Samsung expressly reserves the right to, in its sole discretion, change, modify, update, add, discontinue, remove, revise, delete or otherwise change any portions of Samsung Pay at any time.

4.5 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.

5. Security

5.1 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.

5.2 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.

5.3 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.

6. Grant of License and Restrictions

6.1 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.

6.2 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.

6.3 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. Samsung Pay is not permitted to be used on, and may not function on, Devices which have had security measures removed ("rooted").

6.4 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.

6.5 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.

7. 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.

8. DISCLAIMERS

8.1 **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.

8.2 **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. 8.3 THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

9. Governing Law

These ToS shall be governed by and construed in accordance with the laws of the jurisdictions where You are a resident, 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>.