Health & Safety and Warranty Guide

Gear 360
READ THIS INFORMATION BEFORE USING YOUR MOBILE DEVICE.

Samsung Limited Warranty -
This product is covered under the applicable Samsung Limited Warranty INCLUDING ITS DISPUTE RESOLUTION PROCEDURE and your right to opt out of arbitration within 30 calendar days of the first consumer purchase. You may opt out by either sending an email to optout@sea.samsung.com with the subject line “Arbitration Opt Out” or by calling 1-800-SAMSUNG (726-7864). For more detailed procedures, please refer to the “Dispute Resolution Procedures and Arbitration Opt-Out” section of the Limited Warranty.
**WARNING!** This product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, please call 1-800-SAMSUNG (726-7864).
Intellectual Property

All Intellectual Property, as defined below, owned by or which is otherwise the property of Samsung or its respective suppliers relating to the SAMSUNG mobile device, including but not limited to, accessories, parts, or software relating thereto (the “mobile device”), is proprietary to Samsung and protected under federal laws, state laws, and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship.
You may not infringe or otherwise violate the rights secured by the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from the software. No title to or ownership in the Intellectual Property is transferred to you. All applicable rights of the Intellectual Property shall remain with SAMSUNG and its suppliers.
Disclaimer of Warranties;
Exclusion of Liability

EXCEPT AS SET FORTH IN THE EXPRESS WARRANTY CONTAINED ON THE WARRANTY PAGE ENCLOSED WITH THE PRODUCT, THE PURCHASER TAKES THE PRODUCT “AS IS”, AND SAMSUNG MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE PRODUCT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE; THE DESIGN, CONDITION OR QUALITY OF THE PRODUCT; THE PERFORMANCE OF THE PRODUCT; THE WORKMANSHIP OF THE PRODUCT OR THE COMPONENTS CONTAINED THEREIN; OR
COMPLIANCE OF THE PRODUCT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO. NOTHING CONTAINED IN THE INSTRUCTION MANUAL SHALL BE CONSTRUED TO CREATE AN EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT. IN ADDITION, SAMSUNG SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM THE BREACH OF THE EXPRESS WARRANTY, INCLUDING INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF ANTICIPATED PROFITS OR BENEFITS.
Modification of Software

SAMSUNG IS NOT LIABLE FOR PERFORMANCE ISSUES OR INCOMPATIBILITIES CAUSED BY YOUR EDITING OF REGISTRY SETTINGS, OR YOUR MODIFICATION OF OPERATING SYSTEM SOFTWARE.

USING CUSTOM OPERATING SYSTEM SOFTWARE MAY CAUSE YOUR DEVICE AND APPLICATIONS TO WORK IMPROPERLY. YOUR CARRIER MAY NOT PERMIT USERS TO DOWNLOAD CERTAIN SOFTWARE, SUCH AS CUSTOM OS.
Open Source Software

Some software components of this product incorporate source code covered under GNU General Public License (GPL), GNU Lesser General Public License (LGPL), OpenSSL License, BSD License and other open source licenses. To obtain the source code covered under the open source licenses, please visit opensource.samsung.com.
Samsung Electronics America (SEA), Inc

Address:
85 Challenger Road
Ridgefield Park,
New Jersey 07660

Phone:
1-800-SAMSUNG (726-7864)

Internet address:
www.samsung.com

Copyright © 2017 Samsung Electronics America, Inc. Samsung is a registered trademark of Samsung Electronics Co., Ltd.
Do you have questions about your Samsung Mobile Device? For 24 hour information and assistance, we offer a new FAQ/ARS System (Automated Response System) at www.samsung.com/us/support.

Section 1: Health and Safety

This section outlines the safety precautions associated with using your device. The term “device” are used in this section to refer to your Samsung Gear 360. Read this information before using your device.

⚠️ Use manufacturer-approved batteries, chargers, accessories, and supplies.
Specific Absorption Rate (SAR) certification information

Your wireless mobile device is a radio transmitter and receiver. It is designed and manufactured not to exceed the exposure limits for Radio Frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government.
These FCC RF exposure limits are derived from the recommendations of two expert organizations: the National Council on Radiation Protection and Measurement (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). In both cases, the recommendations were developed by scientific and engineering experts drawn from industry, government, and academia after extensive reviews of the scientific literature related to the biological effects of RF energy.
The RF exposure limit set by the FCC for wireless mobile devices employs a unit of measurement known as the Specific Absorption Rate (SAR). The SAR is a measure of the rate of absorption of RF energy by the human body expressed in units of watts per kilogram (W/kg). The FCC requires wireless devices to comply with a safety limit of 1.6 watts per kilogram (1.6 W/kg).

The FCC SAR limit incorporates a substantial margin of safety to give additional protection to the public and to account for any variations in measurements. SAR tests are conducted using standard operating positions accepted by the FCC with the mobile device transmitting at its highest certified power level in all tested frequency bands.
Although the SAR is determined at the highest certified power level, the actual SAR level of the mobile device while operating can be well below the maximum reported value. This is because the mobile device is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output of the mobile device.

Before a new model device is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the SAR limit established by the FCC.
Tests for each model mobile device are performed in positions and locations (e.g. near the body) as required by the FCC. For typical operations, this mobile device has been tested and meets FCC SAR guidelines.

Use of other accessories may not ensure compliance with FCC RF exposure guidelines. The FCC has granted an Equipment Authorization for this mobile device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.
The FCC has granted an Equipment Authorization for this model device based on the compliance of all reported SAR levels with the FCC RF exposure guidelines. This device has a FCC ID number: A3LSMR210 [Model Number: SM-R210] and the specific SAR levels for this device can be found at the following FCC website: www.fcc.gov/oet/ea/.

The SAR information for this device can also be found on Samsung’s website: www.samsung.com/sar.
SAR information on this and other model mobile devices can be accessed online on the FCC’s website through transition.fcc.gov/oet/rfsafety/sar.html. To find information that pertains to a particular model mobile device, this site uses the mobile device FCC ID number, which is usually printed somewhere on the case of the mobile device.
FCC Part 15 Information to User

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes or modifications not expressly approved by Samsung could void your authority to operate the device.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.
This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.
However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.
Recycling Direct

Dispose of your mobile device and batteries in accordance with local regulations. In some areas, the disposal of these items in household or business trash may be prohibited. Help us protect the environment - recycle!

Never dispose of batteries in a fire because they may explode.

To find the nearest recycling location, go to any of the following:

www.samsung.com/recyclingdirect or call, 1-877-278-0799.

For battery recycling, go to call2recycle.org or call 1-800-822-8837.
Battery Use and Safety

The battery in your device is not intended to be replaced by the consumer. If you believe the battery is damaged or needs to be replaced, take the device to a service center for inspection and replacement.

• **Do not let the device or battery come in contact with liquids.** Liquids can get into the device’s circuits, leading to corrosion. Even when the device appears to be dry and appears to operate normally, the circuitry could slowly corrode and pose a safety hazard. If the device and/ or battery get wet, have them checked by your service provider or contact Samsung, even if they appear to be working properly.
• **Do not place your battery in or near a heat source.** Excessive heating can damage the device or the battery and could cause the device or the battery to explode. Do not dry a wet or damp battery with an appliance or heat source such as a microwave oven, hair dryer, iron, or radiator. Avoid leaving your device in your car in high temperatures.

• **Do not dispose of the device or the battery in a fire.** The device or the battery may explode when overheated.
• **Avoid dropping the device.**
  Dropping the device, especially on a hard surface, can potentially cause damage to the device. If you suspect damage to the device or battery, take it to a service center for inspection.

• **Never use any charger or battery that is damaged in any way.**

**Important!** Use only Samsung-approved batteries, and recharge your battery only with Samsung-approved chargers which are specifically designed for your device.
WARNING! Use of a non-Samsung-approved battery or charger may present a risk of fire, explosion, leakage, or other hazard. Samsung’s warranty does not cover damage to the device caused by non-Samsung-approved batteries and/or chargers.
• **Do not use incompatible batteries and chargers.** Some websites and second-hand dealers not associated with reputable manufacturers and carriers, might be selling incompatible or even counterfeit batteries and chargers. Consumers should purchase manufacturer or carrier-recommended products and accessories. If unsure about whether a replacement battery or charger is compatible, contact the manufacturer of the battery or charger.
• Misuse or use of incompatible batteries and charging devices could result in damage to the equipment and a possible risk of fire, explosion, or leakage, leading to serious injuries, damages to your device, or other serious hazard.

Care and Maintenance

Your device is a product of superior design and craftsmanship and should be treated with care. The suggestions below will help you fulfill any warranty obligations and allow you to enjoy this product for many years:
Keep your Samsung Device away from:

**Liquids of any kind**

Keep the device dry. Precipitation, humidity, and liquids contain minerals that will corrode electronic circuits. If the device does get wet, do not accelerate drying with the use of an oven, microwave, or dryer, because this may damage the device and could cause a fire or explosion. Do not use the device with a wet hand. Doing so may cause an electric shock to you or damage to the device.
**Extreme heat or cold**

Avoid temperatures below 0°C / 32°F or above 45°C / 113°F. C. Using or storing the device outside of the recommended temperature ranges may damage the device or reduce the battery’s lifespan.

**Microwaves**

Do not try to dry your device in a microwave oven. Doing so may cause a fire or explosion.

**Dust and dirt**

Do not expose your device to dust, dirt, or sand.
Cleaning solutions

Do not use harsh chemicals, cleaning solvents, or strong detergents to clean the device. Wipe it with a soft cloth slightly dampened in a mild soap-and-water solution.

Paint

Do not paint the device. Paint can clog the device’s moving parts or ventilation openings and prevent proper operation.

Shock or vibration

Do not drop, knock, or shake the device. Rough handling can break internal circuit boards.
Bluetooth

Do not touch the Bluetooth antenna of a connected device.

• Samsung is not responsible for the loss, interception, or misuse of data sent or received via the Bluetooth feature.

• Always ensure that you share and receive data with devices that are trusted and properly secured.

• Some devices, especially those that are not tested or approved by the Bluetooth SIG, may not be compatible with your device.
Operating Environment

Remember to follow any special regulations in force in any area, and always switch your device off whenever it is forbidden to use it, or when it may cause interference or danger. When connecting the device or any accessory to another device, read its user’s guide for detailed safety instructions. Do not connect incompatible products.
Using Your Device Near Other Electronic Devices

Most modern electronic equipment is shielded from Radio Frequency (RF) signals. However, certain electronic equipment may not be shielded against the RF signals from your wireless device. Consult the manufacturer to discuss alternatives.

Implantable Medical Devices

A minimum separation of six (6) inches should be maintained between a wireless device and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the device.
Persons who have such devices:
Should ALWAYS keep the device more than six (6) inches from their implantable medical device when the device is turned ON; Should not carry the device in a breast pocket; Should use the ear opposite the implantable medical device to minimize the potential for interference; Should turn the device OFF immediately if there is any reason to suspect that interference is taking place; Should read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your device with an implantable medical device, consult your health care provider.

For more information see: www.fcc.gov/oet/rfsafety/rf-faqs.html#.
Other Medical Devices

If you use any other personal medical devices, consult the manufacturer of your device to determine if it is adequately shielded from external RF energy. Your physician may be able to assist you in obtaining this information. Switch your device off in health care facilities when any regulations posted in these areas instruct you to do so. Hospitals or health care facilities may be using equipment that could be sensitive to external RF energy.

Posted Facilities

Switch your device off in any facility where posted notices require you to do so.
Potentially Explosive Environments

Switch your device off when in any area with a potentially explosive atmosphere and obey all signs and instructions. Sparks in such areas could cause an explosion or fire resulting in bodily injury or even death. Users are advised to switch the device off while at a refueling point (service station).

Users are reminded of the need to observe restrictions on the use of radio equipment in fuel depots (fuel storage and distribution areas), chemical plants, or where blasting operations are in progress.
Areas with a potentially explosive atmosphere are often, but not always, clearly marked. They include below deck on boats, chemical transfer or storage facilities, vehicles using liquefied petroleum gas (such as propane or butane), areas where the air contains chemicals or particles, such as grain, dust, or metal powders, and any other area where you would normally be advised to turn off your vehicle engine. Vehicles using liquefied petroleum gas (such as propane or butane) must comply with the National Fire Protection Standard (NFPA-58). For a copy of this standard, contact the National Fire Protection Association.
**When your Device is Wet**

Do not turn on your device if it is wet. If your device is already on, turn it off and remove the battery immediately (if the device will not turn off or you cannot remove the battery, leave it as-is). Then, dry the device with a towel and take it to a service center.

**Restricting Children’s Access to Your Device**

Your device is not a toy. Do not allow children to play with it because they could hurt themselves and others, or damage the device.

Keep the device and all its parts and accessories out of the reach of small children.
FCC Notice and Cautions

FCC Notice

The device may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the device if such interference cannot be eliminated.

Cautions

Any changes or modifications to your device not expressly approved by Samsung could void your warranty for this equipment and void your authority to operate this equipment. Only use approved batteries, antennas, and chargers.
The use of any unauthorized accessories may be dangerous and void the device warranty if said accessories cause damage or a defect to the mobile device. Although your device is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.
Other Important Safety Information

• Only qualified personnel should service the device. Faulty service may be dangerous and may invalidate any warranty applicable to the device. Ensure that any mobile devices or related equipment used in your vehicle are securely mounted. Check regularly that all wireless mobile device equipment in your vehicle is mounted and operating properly.

• Do not store or carry flammable liquids, gases, or explosive materials in the same compartment as the device, its parts, or accessories.
• For vehicles equipped with an air bag, remember that an air bag inflates with great force. Do not place objects, including installed or portable wireless equipment near or in the area over the air bag or in the air bag deployment area. If wireless equipment is improperly installed and the air bag inflates, serious injury could result.

• Switch your device off before boarding an aircraft. The use of devices in aircraft may be illegal and may be dangerous to the aircraft’s operation. Check with appropriate authorities before using any function of a device while on an aircraft.
• Failure to observe these instructions may lead to the suspension or denial of network services to the offender, or legal action, or both. [013016]

Warranty Information

READ THIS INFORMATION BEFORE USING YOUR MOBILE DEVICE. Samsung Limited Warranty - This product is covered under the applicable Samsung Limited Warranty INCLUDING ITS DISPUTE RESOLUTION PROCEDURE and your right to opt out of arbitration within 30 calendar days of the first consumer purchase.
You may opt out by either sending an email to optout@sea.samsung.com with the subject line “Arbitration Opt Out” or by calling 1-800-SAMSUNG (726-7864). For more detailed procedures, please refer to the “Dispute Resolution Procedures and Arbitration Opt-Out” section of the Limited Warranty.
SAMSUNG ELECTRONICS AMERICA, INC. (“SAMSUNG”) warrants that SAMSUNG’s devices and accessories (“Products”) are free from defects in material and workmanship under normal use and service.

Samsung Electronics America, Inc.
85 Challenger Road
Ridgefield Park, New Jersey 07660
Phone: 1-800-SAMSUNG (726-7864)
Procedures for Dispute Resolution/30-day Arbitration and Opt-Out Policy

ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.
ANY SUCH DISPUTE SHALL NOT BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING ANY OTHER PERSON’S OR ENTITY’S PRODUCT OR CLAIM, AND SPECIFICALLY, WITHOUT LIMITATION OF THE FOREGOING, SHALL NOT UNDER ANY CIRCUMSTANCES PROCEED AS PART OF A CLASS ACTION. THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR, WHOSE AWARD MAY NOT EXCEED, IN FORM OR AMOUNT, THE RELIEF ALLOWED BY THE APPLICABLE LAW. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes.
The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of New York, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.
For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are $5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant SAMSUNG its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith.
In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or $50.00 of such fees, whichever is less, and SAMSUNG shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed $5,000.00 (“Large Claim”) shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction.
This arbitration provision also applies to claims against SAMSUNG’s employees, representatives and affiliates if any such claim arises from the Product’s sale, condition or performance.

You may opt out of this dispute resolution procedure by providing notice to SAMSUNG no later than 30 calendar days from the date of the first consumer purchaser’s purchase of the Product. To opt out, you must send notice by e-mail to optout@sea.samsung.com, with the subject line: “Arbitration Opt Out.” You must include in the opt out e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model.
number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under “Settings;” (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable). Alternatively, you may opt out by calling 1-800-SAMSUNG (726-7864) no later than 30 calendar days from the date of the first consumer purchaser’s purchase of the Product and providing the same information.
These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.

**Severability**

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty. [013016]
Terms & Conditions of Sale and Standard Warranty

What is covered and for how long?

The warranty period commences upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

Device 1 Year
Battery(ies)* 1 Year
Other Accessories* 1 Year

**If applicable.
What is not covered?

This Limited Warranty is conditioned upon proper use of the Product.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by SAMSUNG; (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (e) ordinary wear and tear;
(f) defects or damage resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG, including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this limited warranty; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; (i) defects
or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Product; or (j) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the SAMSUNG device for which it is specified.
What are SAMSUNG’s obligations?

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, SAMSUNG will repair or replace the Product, at SAMSUNG’s sole option, without charge. SAMSUNG may, at SAMSUNG’s sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.
Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of SAMSUNG. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.
What must you do to obtain warranty service?

To obtain service under this Limited Warranty, you must return the Product to an authorized phone service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase by the first consumer purchaser, the serial number of the Product and the seller’s name and address.
To obtain assistance on where to deliver the Product, please call SAMSUNG Customer Care at 1-800-SAMSUNG (726-7864). If SAMSUNG determines that any Product is not covered by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You should keep a separate backup copy of any contents of the Product before delivering the Product to SAMSUNG for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service.
What are the limits on SAMSUNG’s liability?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF SAMSUNG’S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SAMSUNG BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY,
GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY
SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.
Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of SAMSUNG regarding the Products or this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.
Precautions for Transfer and Disposal

If data stored on this device is deleted or reformatted using the standard methods, the data only appears to be removed on a superficial level, and it may be possible for someone to retrieve and reuse the data by means of special software.
To avoid unintended information leaks and other problems of this sort, it is recommended that the device be returned to Samsung’s Customer Care Center for an Extended File System (EFS) Clear which will eliminate all user memory and return all settings to default settings. Please contact the Samsung Customer Care Center for details.
**Important!** Please provide warranty information (proof of purchase) to Samsung’s Customer Care Center in order to provide this service at no charge. If the warranty has expired on the device, charges may apply.

No reproduction in whole or in part allowed without prior written approval. Specifications and availability subject to change without notice. [070115013016]
END USER LICENSE AGREEMENT FOR SAMSUNG SOFTWARE (EULA)

READ THIS INFORMATION BEFORE USING YOUR PRODUCT.

Please read this document before operating your device, accessories or software (for purposes of this document, defined collectively and individually as “Product”) and keep it for future reference. This document contains important terms and conditions with respect to the Product. Retaining or using this Product constitutes acceptance of these terms and conditions and agreement to be bound by them.
Important Legal Information

Important legal and health and safety information can also be accessed in writing on the mobile device or on www.samsung.com

Samsung Electronics America, Inc.
85 Challenger Road
Ridgefield Park, New Jersey 07660
Phone: 1-800-SAMSUNG (726-7864)
Internet Address: www.samsung.com

©2017 Samsung Electronics America, Inc.

Samsung is a registered trademark of Samsung Electronics Co., Ltd.

Do you have questions about your Samsung Mobile Device?
For 24 hour information and assistance, we offer a new FAQ/ARS System (Automated Response System) at:
www.samsung.com/us/support

IMPORTANT. READ CAREFULLY:

This End User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Samsung Electronics Co., Ltd. ("Samsung", "we", "us") for software, whether pre-installed or downloaded, that is owned by Samsung and/or its affiliated companies and its third party suppliers and licensors, that accompanies this EULA, which includes software, associated media, content, data, printed materials, and electronic documentation in connection with your use of
Samsung Mobile Device, which will be defined below ("Samsung Software").

By using this device or any other Samsung mobile product, including mobile phones and tablets, running on Android operating system ("Samsung Mobile Device"), you accept the terms of this EULA. If you do not accept these terms, do not use the Samsung Mobile Device or the Samsung Software.

If you are under the age of 13, you may not license or use this software. If you are a minor 13 or older but younger than 18 ("Minor"), you represent that you have reviewed this EULA with your parent or legal guardian and that you and your parent or guardian understands and consents to the terms and conditions.
of this EULA. If you are a parent or guardian permitting a Minor to use the Samsung Mobile Device, you agree to: (i) supervise the Minor’s use of the Samsung Mobile Device; (ii) assume all risks associated with the Minor’s use of the Samsung Mobile Device, (iii) assume any liability resulting from the Minor’s use of the Samsung Mobile Device; (iv) ensure the accuracy and truthfulness of all information submitted by the Minor; and (v) assume responsibility and are bound by this EULA for the Minor’s access and use of the Samsung Mobile Device.
1. **GRANT OF LICENSE.** Samsung grants you a limited non-exclusive license to install, use, access, display and run one copy of the Samsung Software on a single Samsung Mobile Device, local hard disk(s) or other permanent storage media of one computer and you may not make Samsung Software available over a network where it could be used by multiple computers or Samsung Mobile Devices at the same time. You may make one copy of the Samsung Software in machine readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original.

Certain items of the Samsung Software may be subject to open
source licenses. The open source license provisions may override some of the terms of this EULA. We will make the applicable open source licenses available to you on the legal notices section of the Settings menu of your Samsung Mobile Device.

2. RESERVATION OF RIGHTS AND OWNERSHIP. Samsung reserves all rights not expressly granted to you in this EULA. The Samsung Software is protected by copyright and other intellectual property laws and treaties. Samsung or its suppliers own the title, copyright and other intellectual property rights in the Samsung Software. The Samsung Software is licensed, not sold.
3. LIMITATIONS ON END USER RIGHTS. You shall not, and shall not enable or permit others to, copy, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of, the Samsung Software (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), or modify, or disable any features of, the Samsung Software, or create derivative works based on the Samsung Software. You may not rent, lease, lend, sublicense or provide commercial hosting services with the Samsung Software. You may not transfer this EULA or the rights to the Samsung Software granted herein to any third party unless it is in connection with the sale of the Samsung Mobile
Device which the Samsung Software accompanied. In such event, the transfer must include all of the Samsung Software (including all component parts, the media and printed materials, any upgrades, this EULA) and you may not retain any copies of the Samsung Software. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Samsung Software must agree to all the EULA terms. Where Samsung Mobile Device is being used by your employee or other person using the Samsung Mobile Device as part of your undertaking ("Your Staff"), that member of Your Staff is licensed to use the Samsung Software as if it were you and must comply with these terms on the same basis. Any failure to comply with these terms
by Your Staff shall be deemed to a failure to comply with these terms by you.

4. SAMSUNG SOFTWARE UPDATES. Samsung may make available to you updates, upgrades, supplements and add-on components (if any) of the Samsung Software, including bug fixes, service upgrades (parts or whole), and updates, the removal of, or enhancements and feature improvements to any Samsung Software (including entirely new versions), (collectively “Update”) after the date you obtain your initial copy of the Samsung Software. This EULA applies to all and any component of the Update, unless we provide other terms along with such Update. To use Samsung Software provided through the Update, you must
first be licensed for the Samsung Software identified by Samsung as eligible for the Update.

While the Update will be generally available, in some limited circumstances, the Updates will only be offered by your network carrier, and such Updates will be governed by your contractual relationship with your network carrier. This EULA will not affect your legal relationship with your network carrier. Your SIM card stores information about your service plan with your provider, and this information is tied to the device on which the SIM is activated. If you move your SIM to another device, you will not receive software updates unless you update your service plan with the new device.
Your Samsung Mobile Device may download certain Updates automatically from time to time through Wi-Fi or other network connection. You may change the settings in your Samsung Mobile Device to manually download the Updates, however, given the importance of receiving Updates for security or safety related software in a timely manner, to resolve critical problems reported to Samsung, and to defend against new threats and vulnerabilities, these Updates may be automatically downloaded and installed which may limit the usage of some software and/or hardware. Where an Update will materially alter the Samsung Software, Samsung will provide you with notice of the Update, where practicable. Updates may result in data consumption,
and we recommend you to switch to a free Wi-Fi or free network connection to avoid any unintended data charges. We recommend you to check availability of any new Updates periodically for optimal use of your Samsung Mobile Device.

5. CONSENT TO USE OF DATA.
   (a) Privacy Policy. Collection of data using software or applications on your device will be performed in accordance with the provisions of this section and as set forth in Samsung’s Privacy Policy. For your reference, Samsung’s Privacy Policy can be viewed at: http://account.samsung.com/membership/pp.
   (b) To provide updates to the Samsung Software, you agree that Samsung and its affiliates may
collect and use technical information gathered as part of the product support services related to the Software provided to you, if any, such as IMEI (your device’s unique identification number), device number, model name, customer code, access recording, your device’s current software version, MCC (Mobile Country Code), and MNC (Mobile Network Code). Samsung may use this information to improve their products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

(c) Diagnostic and Usage Data. If you opt in to diagnostic and usage collection, Samsung and its affiliates may collect maintain, process and
use diagnostic, technical and usage related information ("Diagnostic and Usage Data"), that is gathered to provide and improve Samsung products and services, facilitate the provision of software updates, product support and other services to you, if any, related to the Samsung Software, and to verify compliance with the terms of this License. Samsung may use this information for the purposes described above and in accordance with its Privacy Policy available at the hyperlink above.

(d) Location Data. As described in the Samsung Privacy Policy, available for view at the hyperlink above, Samsung and its partners, licensees and third party developers may provide certain services that
rely upon location information, such as your device’s GPS signal or information about nearby WiFi access points and cell towers that may be transmitted to us, with your consent, when you use such location enabled services.

(e) Device Identifier-based Services. To facilitate the use of enhanced messaging and file sharing functions with a simplified set up process, device identifier-based services for file sharing features and messaging features ("Device Identifier-based Services") are provided within the Samsung Software. These features are available through existing interfaces of Contacts and Messages, respectively, as additional features to them. If you opt-in to Device Identifier-based Services, certain
unique identifiers for your Samsung Mobile Device are needed to set up and use these features. These unique identifiers may include hardware identifiers, subscription information and telephone number for your Samsung Mobile Device. If you allow sharing of Contacts information, the telephone numbers of the people in your Contacts are collected by Samsung to facilitate file sharing and messaging with the people in your Contacts. You may turn off this sharing feature or restrict the scope of the sharing under your profile settings.

If your message cannot be sent as a message using the Device Identifier-based Services, your message may be sent as an SMS or MMS message,
for which carrier messaging rates may apply.

(f) Voice-based Features. As described in the Samsung Privacy Policy, available for view at the hyperlink above, in order to provide Voice-based features we may require the collection of your voice information. Some voice-based services may not be available in all languages or in all countries.

(g) Samsung Keyboard. If you opt in to the Predictive text feature, the words that you typed are collected and stored on your Samsung Mobile Device to provide a word suggestion that you would be typing. You can clear the collected typing data anytime under the Predictive text settings. This feature may be offered in connection with your Samsung
Account to synchronize the data for use on your other Samsung Mobile Devices and you can also clear the server side data under the Predictive text settings.

6. INTERNET ACCESS. Some features of the Samsung Software may require your Samsung Mobile Device to have access to the Internet and may be subject to restrictions imposed by your network or Internet provider. Unless your Samsung Mobile Device is connected to the Internet through Wi-Fi connection, the Samsung Software will access the internet through your mobile network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the Samsung Software may be affected.
by the suitability and performance of your device hardware or data access.

7. EXPORT RESTRICTIONS. You acknowledge that the Samsung Software is subject to export restrictions of various countries. You agree to comply with all applicable international and national laws that apply to the Samsung Software, including all the applicable export restriction laws and regulations.

8. TERMINATION. This EULA is effective until terminated. Your rights under this License will terminate automatically without notice from Samsung if you fail to comply with any of the terms and conditions of this EULA. Upon termination of this EULA, you must cease all use of the Samsung Software and destroy all copies, full or partial, of the Samsung
Software. Section 5, 9, 10, 13, 14, 15, and 16 of this EULA shall survive any such termination.

9. LIMITED WARRANTY. SAMSUNG WARRANTS THAT SAMSUNG’S DEVICES AND ACCESSORIES ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE. UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY ACCOMPANYING YOUR SAMSUNG MOBILE DEVICE, ALL SAMSUNG SOFTWARE PROVIDED BY SAMSUNG WITH THIS MOBILE DEVICE (WHETHER INCLUDED WITH THE DEVICE, DOWNLOADED, OR OTHERWISE OBTAINED) IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND FROM SAMSUNG,
EITHER EXPRESS OR IMPLIED. TO
THE FULLEST EXTENT POSSIBLE
PURSUANT TO APPLICABLE
LAW, SAMSUNG DISCLAIMS ALL
WARRANTIES EXPRESS, 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
VIOLATION 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 SAMSUNG SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM SAMSUNG.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SAMSUNG SOFTWARE AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE SAMSUNG SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. SAMSUNG DOES NOT GUARANTEE OR WARRANT THAT ANY INFORMATION,
DATA OR CONTENT YOU MAY TRANSFER, STORE OR ACCESS THROUGH USE OF THE SAMSUNG SOFTWARE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL, AND SAMSUNG SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR. IT IS SOLELY YOUR RESPONSIBILITY TO MAINTAIN APPROPRIATE ALTERNATE BACKUP OF YOUR INFORMATION AND DATA.

10. THIRD-PARTY MATERIALS.
Certain third party applications or services may be included with, or downloaded to your Samsung Mobile Device. Such third party applications or services may display, include or make available content, data, information, applications or
materials from third parties (“Third Party Materials”) or provide links to certain third party websites. By using the Samsung Software, you acknowledge and agree that Samsung is not responsible for the availability of such Third Party Materials and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such Third Party Materials.

You expressly acknowledge and agree that use of Third Party Materials is at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with you. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Third Party Materials),
in any manner, and you shall not exploit the Third Party Materials in any unauthorized way whatsoever, including but not limited to, using the Third Party Materials to transmit any computer viruses, worms, Trojan horses or other malware, or by trespassing or burdening network capacity. You further agree not to use the Third Party Materials in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Samsung is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the Third Party Materials. References on this Samsung Mobile Device to any
names, marks, products, or services of any third-parties are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship, or recommendation of, or affiliation with the third party or its products and services. You acknowledge and agree that the use of any Third Party Materials is governed by such Third Party Materials provider’s terms of use, license agreement, privacy policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to such Third Party Materials provider, will be subject to such Third Party Materials provider’s privacy policy, if such a policy exists. This EULA will not affect your legal relationship with such third party providers.
SAMSUNG DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD PARTY MATERIALS PROVIDER. SAMSUNG EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD PARTY MATERIALS PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD PARTY MATERIALS PROVIDER.

11. SAMSUNG SERVICES. Certain Samsung applications and services may be included with, or downloaded to, your Samsung Mobile Device. The Samsung Software may enable access to Samsung Galaxy Apps Store or other
Samsung and third party services and web sites (collectively and individually, “Services”). Some of the Services and applications may not be available in all languages or in all countries. Many of them may require Samsung Services membership registration (“Samsung Account”), and your rights and obligations in relation to the Samsung Services will be set forth in separate Samsung Account terms and conditions. There are non-Samsung Account applications and services that may require your consent to their separate terms and conditions before accessing or using those applications and services. You expressly acknowledge and agree that your use of such applications and services will be subject to the applicable terms and conditions.
conditions of the non-Samsung Account applications and services. This EULA will not affect your legal relationship with such non-Samsung Account applications and services providers. Your use of a Samsung Account is subject to the latest terms and conditions, which you may access and review at http://account.samsung.com/membership/terms.

12. DIGITAL CERTIFICATE. You acknowledge and agree that you are solely responsible for your decision to rely on a digital certificate issued by either Samsung or a third party and your use of such certificate. Samsung makes no express or implied warranties or representations as to merchantability or fitness for any particular
purpose, accuracy, security, or non-infringement of third party rights with respect to digital certificates.

13. 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 SAMSUNG SOFTWARE OR ANY THIRD PARTY APPLICATION, 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, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR
CONSEQUENTIAL DAMAGES EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND YOU AGREE THAT YOU WILL USE THE SOFTWARE PRODUCT AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR SOME OTHER TYPES OF LOSS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, SAMSUNG’S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SAMSUNG SOFTWARE OR THIRD PARTY APPLICATIONS ON
THIS MOBILE DEVICE, OR ANY OTHER PROVISION OF THIS EULA, SHALL NOT EXCEED THE AMOUNT PURCHASER PAID SPECIFICALLY FOR THIS MOBILE DEVICE OR ANY SUCH THIRD PARTY APPLICATION THAT WAS INCLUDED WITH THIS MOBILE DEVICE. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 9, 10, 11, 12 AND 13) SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

14. U.S. GOVERNMENT END USERS RESTRICTED RIGHTS. The Samsung Software is licensed only with “restricted rights” and as “commercial items” consisting of “commercial software” and “commercial software
documentation” with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All Samsung Software is provided only with “restricted rights” with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All Samsung Software are provided subject to Federal Acquisition Regulation (FAR) 52.227.19.

15. APPLICABLE LAW. This EULA shall be governed by and interpreted in accordance with the laws of the State of New York, USA without reference to its conflict of law provisions. This EULA shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which
is expressly excluded. Samsung may apply for injunctive remedies (or an equivalent form of urgent legal relief) in any jurisdiction.

16. ARBITRATION AGREEMENT.

This is a legal agreement (“Agreement”) between you (either an individual or entity) and Samsung. Opening the Product packaging, use of the Product, or retention of the Product constitutes acceptance of this Agreement, regardless of whether you are the original purchaser, user, or other recipient of the Product.

You and Samsung each agree that, subject to Samsung’s right to apply for injunctive remedies set forth in Paragraph 15 above, all disputes between you and
Samsung relating in any way to
or arising in any way from the
Standard Limited Warranty or the
sale, condition or performance
of the product shall be resolved
exclusively through final and
binding arbitration, and not
by a court or jury. Any such
dispute shall not be combined
or consolidated with a dispute
involving any other person’s or
entity’s product or claim, and
specifically, without limitation of
the foregoing, shall not under any
circumstances proceed as part
of a class action. The arbitration
shall be conducted before a single
arbitrator, whose award may not
exceed, in form or amount, the
relief allowed by the applicable
law.
The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. This Agreement is entered into pursuant to the Federal Arbitration Act. The laws of the State of New York, without reference to its choice of law principles, shall govern the interpretation of the Agreement and all disputes that are subject to this Agreement. The arbitrator shall decide all issues of interpretation and application of this Agreement.

For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are $5,000.00 or less ("Small
Claim”), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant Samsung its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or $50.00 of such fees, whichever is less, and Samsung shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed $5,000.00 (“Large Claim”) shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant
to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs to the extent allowed by the applicable law. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction.

This Agreement also applies to claims against Samsung’s employees, representatives, parents, and other affiliates if any such claim relates to or arises from the EULA, Standard Limited Warranty, or the Product’s sale, condition or performance.

You may opt out of this Agreement by providing notice to Samsung no later than 30 calendar days from the date of the first consumer purchaser’s purchase of the Product. To opt out, you
must send notice by e-mail to optout@sea.samsung.com, with the subject line: “EULA Arbitration Opt Out.” You must include in the opt out e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under “Settings;” (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable).
Alternatively, you may opt out by calling 1-800-SAMSUNG (726-7864) no later than 30 calendar days from the date of the first consumer purchaser’s purchase of the Product and providing the same information. These are the only two forms of notice that will be effective to opt out of this Agreement. Opting out of this Agreement will not affect in any way the benefits to which you would otherwise be entitled, including the benefits of the Standard Limited Warranty.

17. ENTIRE AGREEMENT; SEVERABILITY. This EULA is the entire agreement between you and Samsung relating to the Samsung Software and supersedes all prior or contemporaneous oral or written
communications, proposals and representations with respect to the Samsung Software or any other subject matter covered by this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.