

SAMSUNG WALLET TERMS OF SERVICE

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

SERVICE DESCRIPTION

Samsung Wallet (“Samsung Wallet”) is an application and related services intended for use with a compatible Samsung branded mobile devices, wearable devices, and/or accessories (each, a “Device”) to use Cards, Loyalty Programs, or any other items provided through the Samsung Wallet (each, an “Item”).

YOUR ACCEPTANCE OF THESE TOS

The services and features provided by the SERVICE or Update (defined below) thereto may vary or be limited depending on certain factors, including, without limitation, your country, location, Device, credit or debit cards (each a “Card”), loyalty or membership cards and similar programs (each, a “Loyalty Program”), operating system, or network operator.

Unless you are at the age of majority under your resident jurisdictions or older, you are not permitted to enter into these TOS or use the SERVICE.

Persons under the age of majority in their resident jurisdictions (each, a “Minor”) may not use Samsung Wallet 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.

You expressly acknowledge and agree that the use of the SERVICE is at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with you. By using the SERVICE you acknowledge and agree that Samsung is not responsible for any related third party products and/or services and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such third party service.

You will not use this SERVICE for any illegal or fraudulent purposes, or purposes that are prohibited by these TOS.

THE SERVICE IS NOT INTENDED FOR USE BY ANY PERSON OTHER THAN THE ITEM HOLDER AUTHORISED TO USE THE ITEM PURSUANT TO THE AGREEMENT BETWEEN YOU AND THE PROVIDER THAT ISSUED YOU YOUR ITEM. IF YOU ARE NOT THE AUTHORISED ITEM USER, YOU MAY NOT USE THE SERVICE. BY USING THE SERVICE, YOU INDICATE TO SAMSUNG THAT YOU ARE THE AUTHORISED ITEM HOLDER.

These TOS supplement 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 the SERVICE.

If You do not have a Samsung Account yet, please read the Service Terms and Conditions provided at <https://account.samsung.com/membership/terms> and create a new Samsung Account before using the SERVICE. 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. These TOS may be assigned to any of Samsung's group companies at any time.

1. Grant of License

Subject to the terms of these TOS, you are granted a limited, non-exclusive, non-transferable, personal and revocable license to install, access and use the SERVICE.

2. Reservation of Rights and Ownership

This SERVICE includes software and data provided by third parties. You acknowledge that the SERVICE is proprietary to Samsung and its licensors, and protected under applicable copyright and other intellectual property laws and treaties. These TOS and your use of the SERVICE do not grant you any ownership interest in or to the SERVICE, and you are granted only a limited, personal, non-exclusive, non-transferable license to use that is revocable in accordance with the terms of these TOS. You may not use the SERVICE to reproduce copyrighted materials, or materials you do not have the right or legal approval for reproduction.

3. Restrictions

Except to the extent that mandatory local law requires that you be able to do so, you may not (i) reverse engineer, decompile, disassemble, copy, or otherwise attempt to discover the source code or algorithms of the SERVICE; (ii) modify or disable any features of the SERVICE; (iii) duplicate and/or create derivative works based on the SERVICE; (iv) rent, lease, lend, sublicense or provide commercial hosting services with the SERVICE; (v) infringe our intellectual property rights or those of any third party in relation to your use of the SERVICE (to the extent that such use is not licensed by these TOS); (vi) use the SERVICE in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these TOS, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the SERVICE or any operating system; (vii) use the SERVICE in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; (viii) collect or harvest any information or data from the SERVICE or our systems or attempt to decipher any transmissions to or from the servers running the SERVICE; (ix) use the SERVICE to harass, threaten or harm any other person and/or violate its privacy or its right to honor; and (x) 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) the SERVICE.

4. Update, Change or Suspension of the SERVICE

Samsung may, at any time, provide or make available updates or upgrades to the SERVICE ("Updates"), including without limitation bug fixes, service enhancements, new features, deletion of existing functions, or modification of the SERVICE. However, You acknowledge and accept that Samsung is not obliged to provide you with Updates. Updates will be governed by these TOS unless separate terms and conditions are provided with such Updates, in which case that separate terms and conditions shall govern the Updates. Updates for security software or critical bug fixes or other important Updates may be automatically downloaded and installed given the importance of receiving such Updates in a timely manner to help protect you and other users.

To the extent permitted by the applicable law, Samsung expressly reserves the right to change, suspend, remove, terminate, limit the use of or disable the access to the SERVICE or any portion thereof in its

sole discretion and without notice.

SAMSUNG MAY MAKE CHANGES TO THESE TOS. IF SAMSUNG MAKES CHANGES TO THESE TOS, SAMSUNG WILL UPDATE SUCH REVISED TOS ON APP SETTINGS (About Samsung Wallet > Terms of Service). SAMSUNG MAY NOTIFY YOU BEFORE MAKING ANY MATERIAL CHANGES TO THESE TOS. YOU MAY STOP USING AND UNINSTALL THE SERVICE AT ANY TIME IF YOU DO NOT AGREE TO SUCH CHANGES, BUT YOU WILL BE DEEMED TO HAVE UNDERSTOOD AND ACCEPTED THEM BY CONTINUING TO USE THE SERVICE.

5. Third party Services and Content

Third party services and/or content may also be available to you through the SERVICE. To the extent permitted by law, Samsung disclaims any warranty, condition or representation in respect of any third party services or content in any aspects including, but not limited to, quality, accuracy, effectiveness, lack of viruses, non-infringement of third party rights and compliance of any applicable laws or regulations. The use of third party services and contents may be governed by such third party provider's terms of use, license agreement, privacy policy, or other such agreement. Third party services and/or content of the SERVICE may be subject to open source licenses, in which the terms of such open source licenses may precede the terms of these TOS with respect to that portion of the SERVICE.

6. Collection and Use of Data

Samsung and/or parties that are entrusted by Samsung may collect and use information necessary to provide the SERVICE and Updates, improve or enhance the SERVICE. At all times your information will be treated in accordance with applicable law and Samsung's global Privacy Policy, which can be viewed at <http://account.samsung.com/membership/pp>.

7. Data Access

Some features of the SERVICE may require your Device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. The SERVICE may require access through your data network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the SERVICE may be affected by the suitability and performance of your device hardware or data access. You expressly acknowledge and accept that Samsung is not responsible for availability and promptness of the data network and/or the data access.

8. Compliance with Law

You acknowledge and agree to comply with any and all applicable laws and regulations in using the SERVICE including without limitation, all applicable export restriction laws and regulations.

9. Security

You must register either your fingerprint image or PIN or (if the feature is available) iris image to prevent others from accessing or using the SERVICE on your Device. You agree to keep Your PIN confidential at all times, and to notify Samsung immediately if Your PIN is stolen, becomes known to an unauthorized third party or is otherwise compromised. If you allow your Device to be used by a third party, you must ensure that you remove any Items from the SERVICE. If You lose Your Device, then You can lock the SERVICE application and wipe the data off the SERVICE via the Find My Mobile service to prevent the use of the SERVICE by others.

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 WALLET.

The use of the SERVICE 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 acknowledge and agree that: (i) Your wearable device or accessory may access Your mobile device anytime; and (ii) certain data and information that you have supplied to Samsung (including encrypted Item information), may be transferred to Your wearable device; and (iii) when deleting or resetting the the SERVICE application from Your wearable devices, certain Item information will be preserved in Your mobile device; (iv) deleting an Item from Your wearable device may not automatically delete such Item from the SERVICE; (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.

10. Service Termination

If you breach the TOS, or if Samsung suspects that you are in breach of any provision of the TOS, Samsung may, at its sole discretion and without providing any notice to you (and without limiting Samsung's other rights as a result of such breach) immediately: (i) suspend or terminate your use of the Service; (ii) terminate the license you have been granted in accordance with the Service, and/or (iii) block access to the Service.

11. Disclaimer of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS", "WHERE IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR CONTRACTUAL CONDITIONS OF ANY KIND FROM SAMSUNG, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG AND ITS AGENTS, EMPLOYEES, LICENSORS AND SUBCONTRACTORS DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OR GUARANTEES OR OTHER TERMS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED OR STATUTORY, RELATING TO THE SERVICE, AND SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SATISFACTORY QUALITY, 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 THE SERVICE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM SAMSUNG. WITHOUT LIMITING THE PREVIOUS DISCLAIMER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG AND ITS AGENTS, EMPLOYEES, LICENSORS AND SUBCONTRACTORS DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICE OR THE CONTENT THEREIN WILL (i) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER, (ii) WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS OR ERRORS (iii) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU OR THE INFORMATION YOU PROVIDED) FROM UNAUTHORIZED ACCESS OR (iv) WILL BE ACCURATE, COMPLETE, OR RELIABLE, THAT THE QUALIFY OF THE SERVICE WILL BE SATISFACTORY TO YOU, OR THAT ERRORS WILL BE CORRECTED.

12. Limitation of Liability

12.1 SAMSUNG and You do not limit or exclude liability for any types of loss or damage for which liability cannot, under applicable law, be excluded or limited, to the extent that the applicable law prevents such exclusion or limitation, or to the extent that a court of competent jurisdiction judges that such an exclusion or limitation would be ineffective under applicable law.

12.2 To the maximum extent permitted by applicable law, SAMSUNG or its or their agents, employees or subcontractors shall not be liable for loss, damage or liability under contract (including negligence), laws on third party obligations (including 'tort' and negligence claims) or statutory obligations or any other legal basis whatsoever, even if SAMSUNG or its or their agents, employees or subcontractors have been specifically put on notice of the risk of such loss (i) where the loss is indirect, incidental, special, consequential, special or comprises exemplary or punitive damages, or (ii) for any loss of profit, loss of business, loss of opportunity, loss of data or (iii) relates to errors, omissions or interruptions, computer viruses, connection or connectivity problems or for network charges.

12.3 To the maximum extent permitted by applicable law, SAMSUNG's total financial liability to You arising from or in connection with these TOS, the SERVICE or related matters shall not exceed the amount you paid SAMSUNG or SAMSUNG's affiliate specifically for this SERVICE.

12.4 You acknowledge that the above provisions of clauses 11 and 12 are reasonable given the benefits of the Services and you will accept such risk and/or insure accordingly.

12.5 IT IS ESSENTIAL THAT YOU BACK UP YOUR DATA ON YOUR DEVICE BEFORE USING THE SERVICES TO AVOID LOSING ANY DATA. YOU EXPRESSLY ACKNOWLEDGE AND ACCEPT THAT SAMSUNG IS NOT RESPONSIBLE FOR ANY LOSS OF DATA DERIVED FROM THE USE OF THE SERVICE.

13. Indemnification

The following text only applies if you use the SERVICE as part of your business, trade or profession: You agree to indemnify, defend, and hold harmless SAMSUNG, its contractors, employees, and agents from any claims, losses, damages, liabilities (including legal fees and expenses) arising out of your unlawful use of the SERVICE, your violation of the rights of any third party, or any breach of these TOS.

14. Applicable Law

These TOS are governed by the laws of the jurisdiction where you are a resident, without regard to its conflict of law provisions. These TOS shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

15. Dispute Resolution

If you are a consumer (and where this term is not otherwise defined in your local law, this means 'not using the SERVICE as part of a business, trade or profession') then the courts in the territory in which you are resident have non-exclusive jurisdiction to hear and decide any dispute, controversy or difference arising from these TOS or the SERVICE. If you are not a consumer, if a dispute, controversy or difference arising in any way from these TOS or your use of the SERVICE is not amicably settled, it shall be subject to arbitration proceedings under the arbitration rules of the International Chamber of Commerce in Dubai, the UAE. The governing law shall be the law of the UAE and Dubai. The seat of the arbitration shall be in Dubai. Notwithstanding the foregoing, Samsung may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court of competent jurisdiction. Arbitration hearings shall be conducted in English.

16. Complaints

If you wish to file a complaint regarding these TOS, please contact us at:

SAMSUNG GULF ELECTRONICS FZE
Dubai Media City, Dubai, UAE.
For support or to contact us please call 800-7-729 (S-PAY).

17. Entire Agreement

These TOS are the entire agreement between you and Samsung relating to the SERVICE and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SERVICE or any other subject matter covered by these TOS. If any provision of these TOS is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

18. No Waiver

The failure of Samsung to enforce at any time any of the provisions of these TOS, or the failure by Samsung to require at any time performance by You of any of the provisions of these TOS, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of Samsung to enforce such provision thereafter. The express waiver by Samsung of any provision, condition or requirement of these TOS shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

19. Survival

Sections 2, 10, 11, 12 and 13 of these TOS, and any other provision that by its nature should continue to be in effect, shall survive the expiration or earlier termination of these TOS, and shall remain valid and binding.

20. Headings

The headings contained in these TOS are for reference purposes only and shall not affect the meaning or interpretation of these TOS.

FEATURE SPECIAL TERMS

The terms in this Section only applies to the specified features. If there is any conflict between these Feature Special Terms and rest of these TOS, the Feature Special Terms will apply. We may additionally provide separate terms, policies and guidelines within each feature.

SAMSUNG PAY |

1. "Samsung Pay" allows you to store tokens representing Your Card in Your Device and communicate such tokens to a merchant for the purpose of initiating a payment transaction with Your Card, and to receive notifications and details of Transactions made using Your Device. Other than as set forth above, 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, and refunds. Samsung does not have any control over your bank's cardholder authentication activities. You acknowledge and agree that Samsung is not responsible for any of these activities nor for Your relationship with any Card Issuer or merchant in connection with those activities. You acknowledge 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 the SERVICE and Samsung Pay shall alter Your existing relationship with Card

Issuers with respect to Your Cards.

2. 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 and allow for accessibility on other Samsung devices which you use to log into your Samsung Account.

3. All information displayed within any participating merchant app belongs to respective third party entities. Samsung does not claim to be endorsed, associated or affiliated with such third party entities in any way.

4. Samsung does not have any control over Your activities in any participating merchant app. You acknowledge and agree that Samsung is not responsible for any of such activities nor for Your relationship with any In-app merchant in connection with those activities. You acknowledge that Your use of any participating merchant app will remain subject to the terms of any participating merchant app, and neither these TOS nor Your use of the SERVICE nor Samsung Pay shall alter Your relationship with any participating merchant app.

5. CLAIMS FOR DIRECT LOSSES AGAINST SAMSUNG ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF SAMSUNG PAY, WHETHER AS A RESULT OF SAMSUNG’S BREACH OR FAILURE OR OTHERWISE, AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE MONETARY AMOUNT OF THE RELEVANT TRANSACTION(S) INITIATED BY SAMSUNG PAY, UP TO A LIMIT OF [£30] PER TRANSACTION.

6. Samsung does not provide the undertaking and warranties in respect of any actor omission connected to: (i) the processing of your transaction(s) once they have been initiated by Samsung Pay, which shall be the responsibility of Your Card issuer(s); (ii) the acceptance of payments using Samsung Pay by the merchant or third party receiving the payment or the performance, security or availability of their systems including without limitation their point of sale terminals and/or in-app payment systems; (iii) the performance, security or availability of the payment networks or independent intermediaries such as merchant acquirers; (iv) any unavailability, delay, vulnerability, failure, or error of or caused by any system, process or other element outside of Samsung’s control; (v) any factor regarding grant of license; and (vi) Your use of Samsung Pay otherwise than in accordance with these TOS and your relevant cardholder agreement(s). Further, you acknowledge that Samsung Pay is not provided according to your specific circumstances whether or not you have made Samsung aware of those circumstances.

OFFERS AND LOYALTY PROGRAM |

1. Offers and promotions, including coupons, deals, discounts, vouchers (“Offers”) and registration and utilization of certain third party loyalty or membership cards and similar programs (each, a “Loyalty Program”), may be provided from time to time via Samsung Wallet.

2. Offers and Loyalty Programs may be subject to additional terms and conditions established by the relevant third party provider. For example, Offers may have expiration dates, one-time Offers may only be used once only and Offers must not be shared. Where any Offer or Loyalty Program is provided by a third party provider, Samsung will not be liable for any errors or omissions contained within any such Offer or Loyalty Program and You agree to look solely to the third party provider to resolve any questions or disputes relating to such Offer or Loyalty Program, including, without limitation, the receipt and redemption of any Offer.

3. Offers and Loyalty Programs may be accessed or used in Samsung Wallet with or without biometric authentication or PIN verification. Loyalty Programs added to Your Device may be stored by Samsung allowing for accessibility on other Samsung devices which you use to log into your Samsung Account.

4. All Loyalty Program information displayed within Samsung Wallet belongs to respective third party entities. Samsung does not claim to be endorsed, associated or affiliated with such third party entities in any way.

Pay Planner |

Pay Planner is a household account book service that helps you check your payment details. Samsung does not guarantee and shall not be responsible for the accuracy of the payment information extracted from payment SMS or payment push message provided by the issuing banks and financial institutions.

DIGITAL KEY |

1. Samsung Wallet allows you to add, access and manage Digital Key (hereinafter "Digital Key") of certain third parties in Samsung Wallet. Digital Key could be accessed with or without biometric authentication or PIN verification. Digital Keys that you add to your Mobile Device may be stored by SAMSUNG, allowing them to be transferred to other Samsung devices. Digital Key service may be subject to additional terms established, from time to time, by the providers.

2. You are responsible for keeping your Digital Key secure. Anyone with access to your device or Samsung Account will be able to use your Digital Key and any related services, so make sure not to share your device or Samsung Account with others. You are not allowed to use someone else's Digital Key without their permission. Be careful not to lose your Digital Key or allow it to be stolen or damaged. SAMSUNG is not responsible for any losses or damages caused by you or someone else using your Digital Key, whether or not you gave them permission.

WALLET ITEMS |

1. Samsung Wallet may offer and access Wallet Item at any time, including Boarding Pass, Health Pass/Sanitary Pass and Ticket (hereinafter "Wallet Items").

Wallet Items can be accessed and used in Samsung Wallet App with or without biometric authentication or PIN verification. Wallet items that you add to your Mobile Device may be stored by Samsung, allowing them to be transferred to your other Samsung devices. Wallet Item Service may be subject to additional terms established, from time to time, by the relevant Wallet Item provider.

2. SAMSUNG is not responsible for the Wallet Item information update and for any losses or damages caused by outdate of the Wallet Item information.

Effective date: 31th October 2022