

Samsung Pay Terms of Service

Last Revised: August 16, 2017

PLEASE READ THESE SUPPLEMENTARY TERMS OF SERVICE FOR SAMSUNG PAY ("ToS") CAREFULLY BEFORE USING SAMSUNG PAY. IF YOU DO NOT AGREE TO THESE ToS, YOU MAY NOT USE SAMSUNG PAY. BY USING SAMSUNG PAY, YOU WILL BE DEEMED TO HAVE UNCONDITIONALLY CONSENTED AND AGREED TO THESE TOS.

"**Samsung Pay**" is a mobile application and related services provided in Australia through Samsung Electronics Australia Pty Ltd (ACN 002 915 648) (together "**Samsung**", "**We**" or "**Us**") for Samsung mobile, wearable devices and other accessories (each, a "**Device**"), which enables a user ("**You**", "**Your**" or "**User**") to store - credentials that represent credit, debit or membership cards (each, a "**Card**") in a Device and securely transmit such credentials to merchant point-of-sale equipment to make payments or facilitate other transactions. Your bank or membership card issuer (each, a "**Card Issuer**") as well as Samsung, each reserves the right to exclude certain Cards from participating in Samsung Pay or to terminate their participation.

The Samsung Pay features may vary based on your location, Device model and Card, and may change from time to time. In order for a Card to be eligible to be used in Samsung Pay, the relevant Card Issuer must have approved the Card for participation in Samsung Pay. Eligible Cards may also vary based on your location and may change from time to time. 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.

These ToS may be updated by Samsung from time to time. 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.

1. The Scope and Your Acceptance of these ToS

1.1 These ToS only govern the legal relationship between Samsung and You related to Your use of the Samsung Pay application and services provided by Samsung that allow You to store credentials representing Your Card in Your Device and communicate such credentials to a merchant for the purpose of initiating a payment transaction with Your Card. 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 Card Issuer'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 therewith. 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 Samsung Pay shall alter Your existing relationship with Card Issuers with respect to Your Cards.

1.2 You agree that You will use Samsung Pay in accordance with applicable law and will not use Samsung Pay for any illegal or fraudulent purposes, or purposes that are prohibited by the Service Terms and Conditions (defined below) or these ToS. SAMSUNG PAY IS NOT INTENDED FOR USE BY ANY PERSON OTHER THAN THE CARD HOLDER AUTHORIZED TO USE THE CARD PURSUANT TO THE CARDHOLDER AGREEMENT BETWEEN YOU AND THE CARD ISSUER THAT ISSUED YOU YOUR CARD. IF YOU ARE NOT THE AUTHORIZED CARD HOLDER, YOU MAY NOT USE SAMSUNG PAY. 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) accept and abide by these ToS and exercise supervision over the Minor's use of Samsung Pay to ensure that they abide by these ToS; (ii) assume all risks associated with the Minor's use of Samsung Pay,

including the transmission of materials, content or other information to and from third parties via the Internet; (iii) assume all liabilities resulting from the Minor's use of Samsung Pay, including applicable payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the Minor. UNDER NO CIRCUMSTANCES MAY MINORS UNDER THE AGE OF 13 USE SAMSUNG PAY.

1.3 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 Samsung Pay. If You do not have a Samsung Account yet, please read the Service Terms and Conditions provided through this link <https://account.samsung.com/membership/terms> and create a new Samsung Account before using 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. These ToS may be assigned to any affiliate of Samsung at any time.

2. Grant of License and Restrictions

2.1 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.

2.2 Use of Samsung Pay requires Your Device to have access to Internet via mobile network or WiFi (fees may apply), and requires obtaining updates or upgrades from time to time. 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 acknowledge and agree that complying with such system requirements, which may be changed from time to time, are Your responsibility. You hereby consent to receive notices, disclosures and other communications regarding Samsung Pay via email, SMS, in-application messages and other communications to Your Device.

2.3 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 malwares that impact or limit the functions or services provided by Samsung Pay or the devices supporting Samsung Pay.

2.4 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.

2.5 If You fail to comply with, or Samsung suspects that You have failed to comply with any provisions of these ToS, without limiting Samsung's other rights and remedies, all of which are expressly reserved, Samsung, in its sole discretion and without notice to You, 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.

2.6 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, and in no event shall Samsung be liable for any claims, costs or damages caused by or arising out of such actions.

3. Offers, Promotions, Enrollment and Use of Loyalty Cards Through Samsung Pay

3.1 Offers and promotions, including coupons, tickets, deals, discounts and vouchers (“**Offers**”) and access to certain third party loyalty or membership Cards and similar programs (“**Loyalty Programs**”), may be provided from time to time via Samsung Pay. Samsung Pay may be used at participating merchant locations using an eligible mobile device, accessory or online through certain merchant applications, websites and browsers. The availability of Samsung Pay and its features may vary based on your location, merchant or provider participation, device model or Card. If You encounter difficulty in enrolling a Loyalty Card using Samsung Pay or in setting the Loyalty Card up for use within Samsung Pay, please contact Samsung Customer Support for support.

3.2 Offers and Loyalty Programs may be subject to additional terms and conditions established by the Offer or Loyalty Program provider, as applicable. For example, Offers may have expiration dates. One-time Offers may only be used one time and must not be shared. Samsung Pay is not liable for any errors or omissions contained within any Offer or Loyalty Program. You agree to look solely to the Offer or Loyalty Program provider to resolve any questions or disputes relating to an Offer or Loyalty Program, including the receipt and redemption of an Offer.

3.3 Loyalty Cards may be accessed or used in Samsung Pay with or without biometric authentication or PIN verification. Loyalty Cards added to Your Device may be stored by Samsung allowing for portability to other Samsung devices.

4. Security

4.1 You must register either Your fingerprint image, iris image 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 a third party or is otherwise compromised. If You lose Your Device, then You must lock the Samsung Pay application and wipe the data off Samsung Pay via the Find My Mobile service to prevent use of Samsung Pay by others.

4.2 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 acknowledge and 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.

5. Disclaimers

5.1 Third Party Services. Samsung Pay may include links or access to third party services. Such access will not be construed as an endorsement, sponsorship, or affiliation. 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 any User 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 written terms and conditions.

5.2 Disclaimer of Warranties. To the extent permitted by law (including the Australian Consumer Law), Samsung Pay is provided "as is", "where is" and "as available" and without warranties of any kind. To the extent permitted by law, 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 specifically disclaims all such warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Without limiting the previous disclaimer, to the extent permitted by law, Samsung and its licensors do not represent, warrant or guarantee that Samsung Pay will (i) operate in an uninterrupted, timely, secure or error-free manner, (ii) always be available or free from all harmful components or errors or (iii) be secure against or immune from (including the content delivered to you or the information you provided) any unauthorized access.

5.3 Disclaimer of Certain Damages. SUBJECT TO THE AUSTRALIAN CONSUMER LAW, IN NO EVENT SHALL SAMSUNG OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, 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, REGARDLESS OF WHETHER OR NOT 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, 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.

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

5.5 Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund of a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

6. Governing Law

These ToS shall be governed and construed by the laws of the Australian State in which you are 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>.