

## Terms and Conditions of Sales

### Terms and Conditions of Sales

#### Agreement

1. The following Terms and Conditions constitute a binding agreement between you and SAMSUNG ELECTRONICS LEVANT/ JORDAN hereunder referred to as (“Samsung”), (or “We”, “Us”, “Our”), a company organized and existing under the laws of the Hashemite Kingdom of Jordan having its principle place of business at 5 King Hussein Business Park, Amman, Jordan.

These Terms and Conditions of Sales apply to the offer and sale by Samsung to you, referred to hereunder as “Terms and Conditions” on which We supply any of the Products (“Product(s)”) listed on Our Website <http://www.samsung.com/levant> (the “Website”) to you. These Terms and Conditions do not cover the sale of Our Products by third parties to you.

These Terms and Conditions constitute an agreement between you and Samsung, regarding your access and use of the Website, all content, Products and services available on or through the Website and your purchase of any Products or service or placement of any order through the Website.

Your order is an offer to Us to purchase the Product(s) you selected in your order. You are deemed to have placed an order with Us by ordering via Our online checkout process.

**AFTER PLACING AN ORDER, YOU WILL RECEIVE AN E-MAIL FROM US ACKNOWLEDGING THAT WE HAVE RECEIVED YOUR ORDER AND CONTAINING AN ORDER REFERENCE NUMBER AND DETAILS OF THE PRODUCT(S) YOU HAVE ORDERED (“RECIPIENT ORDER CONFIRMATION”). PLEASE NOTE THAT THE RECIPIENT ORDER CONFIRMATION IS CONSIDERED AS AN ACKNOWLEDGMENT THAT WE HAVE RECEIVED YOUR ORDER AND DOES NOT MEAN YOUR ORDER HAS BEEN ACCEPTED BY US. ALL ORDERS ARE SUBJECT TO OUR ACCEPTANCE OF YOUR OFFER TO BUY THE PRODUCT(S) ORDERED. WE WILL ONLY ACCEPT YOUR OFFER (AND FORM THE CONTRACT OF SALE) WHEN WE SEND YOU AN E-MAIL CONFIRMING THAT THE PRODUCT HAS BEEN DISPATCHED (“DISPATCH CONFIRMATION”). WE MAY REFUSE TO ACCEPT YOUR ORDER IN CASE OF THE FOLLOWING:**

- (A) WHERE THE PRODUCT IS NOT AVAILABLE;**
- (B) WHERE WE CANNOT OBTAIN AUTHORISATION FOR YOUR PAYMENT;**
- (C) IF THERE HAS BEEN A PRICING OR PRODUCT DESCRIPTION ERROR (SEE ‘PRICE AND PAYMENT’ BELOW); OR**
- (D) IF YOU DO NOT MEET THE ELIGIBILITY CRITERIA SET OUT IN ‘YOUR STATUS’ BELOW.**
- (E) DUE TO PRICE ERRORS AS PER PARAGRAPH 3 OF “PRICE AND PAYMENT”.**

2. The contract between Us (the “Contract”) will only be formed upon the earlier of i) when We send you the Dispatch Confirmation or ii) delivery of the Product(s).

Please read these Terms and Conditions carefully and understand them before ordering any Products from Our Website. You should understand that by ordering any of Our Products, you accept these Terms and Conditions. If you refuse to accept these Terms and Conditions, you will not be able to order any Products from Our Website. You may print a copy of these Terms and Conditions for future reference. We are under a legal duty to supply goods in conformity with these Terms and Conditions.

If you have any questions, comments or concerns regarding these Terms and Conditions, please contact Us at:

You can call us at +962-6-5777444 or email us at [estore.jo@samsung.com](mailto:estore.jo@samsung.com).

#### Service Availability

We do not accept orders from, or deliveries to addresses outside the Hashemite Kingdom of Jordan ("Territory").

#### Your Status

By placing an order through Our Website, you warrant that:

- a) you are legally capable of entering into binding contracts;
- b) you are at the majority age under the applicable laws of your country of residence; and have legal capacity to enter into these Terms and Conditions;
- c) you are resident in the Territory;
- d) you are accessing Our Website from the Territory;
- e) you are purchasing Products for an address within the Territory only
- f) you are a private individual affiliated with the institution in which you work for or study at and you purchasing Products in this capacity as such and not for trade; and
- g) your account will be verified through the official email address which is affiliated with the institution, university or school for the purpose of verifying your eligibility for using the Website.

#### Conditions of Use

1. By using the Website, and each time you use the Website, you are accepting and agreeing to be bound by these Terms and Conditions on your own behalf or, as applicable, on behalf of the party or parties on whose behalf you are using the Website. If you do not agree with these Terms and Conditions, then you may not use or visit the Website.
2. We may, at Our sole discretion, revise these Terms and Conditions at any time without advance notice to you by posting the revised Terms and Conditions on the Website. It is your responsibility to regularly review these Terms and Conditions. If you use the Website after We make any changes, you will be accepting the changes and agreeing to be bound by the revised Terms and Conditions.
3. If you place an order on Our Website, you will be bound by the Terms and Conditions posted on the Website at the time you place such order. Your order will be deemed to have been placed at the time you complete Our online checkout process.

4. You have the right to use the Website to purchase 3 (three) units per year from the available Products in the Website with a maximum value of JOD 7,000 (Seven Thousand Jordanian Dinars).

### **User Accounts**

1. To access some features of the Website, you can use your Samsung account log-in details, if you don't have a Samsung account you may be required to register for a new Samsung user account ("Samsung Account"). Alternatively, you may use the Website as a guest.

These Terms and Conditions supplement the Samsung Account Service Terms & Conditions available at: <https://account.samsung.com/membership/terms>.

The Samsung Account Service Terms & Conditions form an integral part of these Terms and Conditions. In the case of any inconsistency or conflict between these Terms and Conditions and the Samsung Account Service Terms & Conditions, these Terms and Conditions shall prevail.

You are solely responsible for the activity that occurs in your user account, and it is your responsibility to keep your account password secure.

2. You agree to immediately notify Samsung of any breach of security or any unauthorized use of your user account. We will not be liable for any losses arising from any unauthorized access to or use of your account.

### **Price and payment**

1. The price of the Products will be as quoted on Our Website from time to time, except in cases of obvious error. Product prices include VAT at the prevailing rate. The price quoted on Our Website for Products excludes delivery charges which are quoted separately on Our Website.
2. Product prices and delivery charges are subject to change at any time, but changes will not affect orders in respect of which We have already sent you a Dispatch Confirmation.
3. Our Website contains a large number of Products and it is always possible that, despite Our best efforts, some of the Products listed on Our Website may be incorrectly priced. We will normally verify prices as part of Our dispatch procedures so that, where a Product's correct price is less than Our stated price, We will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on Our Website, We will normally, at Our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that We are rejecting it. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, We do not have to provide the Products to you at the incorrect (lower) price.
4. Payment for all Products purchased in the Hashemite Kingdom of Jordan can be made either by credit or debit card and cash on delivery collected on Our behalf by third party. We accept payment by Visa and MasterCard debit and credit cards. A payment by credit or debit card will only be charged at or shortly after the time you place your order.
5. You must retain a copy of transaction records, policies and rules provided by Us.
6. Installments plan is available for:

- Arab Bank Card holders for orders with a minimum transaction amount of 100 JOD (One-Hundred Jordanian Dinars) and an unlimited transaction. The period and number of installments and the applicable interest rate will be subject to Arab Bank Terms and Conditions.
- Etihad Bank Card holders for orders with a minimum transaction amount of 100 JOD (One-Hundred Jordanian Dinars) and a maximum transaction amount of 3,000 JOD (Three Thousand Jordanian Dinars). The period and number of installments and the applicable interest rate will be subject to Etihad Bank Terms and Conditions.

### **Shipping Policy**

1. Samsung will deliver Products to valid shipping addresses located within the Hashemite kingdom of Jordan. The shipping addresses do not include Aqaba. You must provide a valid ID with photo identification to receive your order, name on ID should match the name in order details. All orders will be delivered by our courier partner.
2. Samsung will deliver the Products you purchase to the delivery address in the Territory (subject to paragraph 1 of the Shipping Policy) you specify when placing your order. Title to any Product purchased by you will pass to you once the Products are delivered to the delivery address specified in your order and payment for the said Product is complete. Except as otherwise provided in these Terms and Conditions, you accept all risk of loss, theft or damage to the Products you purchase once it has been delivered to the delivery address specified in your order.
3. If you do not receive your order within the estimated delivery time specified in your shipping confirmation email, you should contact Samsung at [estore.jo@samsung.com](mailto:estore.jo@samsung.com) or call the number +962-6-5777444.

\*Delivery of products may be delayed due to unpredictable circumstances.

4. If you refuse or fail to accept delivery of any Products you order, with the exception of refusals related to visible carrier damages or due to any of the reasons stated in the Returns Policy set out below, any risk of loss, theft or damage will nonetheless pass to you, and not limiting any other rights or remedies We have, We:
  - a) will remain entitled to payment in full for the Products shipped to your delivery address, including shipping costs incurred and any installation charges if applicable; and
  - b) Samsung may effect delivery by whatever means it considers appropriate, and you will be liable for all additional costs incurred as a result of such refusal or failure to accept delivery.
5. If you did not answer the phone number and/or the email you provided when placing your order, while Samsung is trying to confirm your order within 2 working days, Samsung shall have the option to drop the order or cancel it.

## Commercial Return Policy

1. In addition to rights you may have under applicable law, you may return mobile, tablet, wearable and mobile accessory Products within Seven (7) working days from the date you receive it if:
  - a) the Product is sealed and accompanied by all original packaging, accessories, free items and other components or parts that accompanied the Product when it was delivered and the Product and/or packaging is undamaged.
  - b) the IMEI or Serial number of the Product purchased is the same when any return is requested.
2. For home appliances and TVs, commercial return is not possible. You may return any Product before the payment is done and before the actual delivery.
3. To request a return:
  - a) Please call +962-6-5777444 in order to schedule your return of the purchased Product. You must also send an email to [estore.jo@samsung.com](mailto:estore.jo@samsung.com), with attached photos showing that the Product is still in a sealed condition. In the absence of such proof, you agree that if the Product is not in a sealed condition when it reaches Samsung, the Product shall be returned back to you and the refund will not be processed.
    - i. If you purchased via credit/debit card, the refunds will be credited to your respective payment method within fourteen (14) business days. It may take longer to reflect in your account depending on your bank.
    - ii. If You purchased your product via cash on delivery, We will require you to share your bank details with Us in order to transfer the refunds.
    - iii. No refunds will be done by cash under any circumstance.

## Technical Return Policy

1. Upon receipt of your Product, please ensure you inspect its condition carefully. Should you identify a short or over-shipment and/or suspect part of the goods are missing or if the external carton of the Product shows any sign of damage (e.g. scratches, tears, stains, etc.), tampering (e.g. open Product, broken seals, re-taped, etc.) or abuse, please contact Samsung customer contact centre as per the numbers mentioned above or email at [estore.jo@samsung.com](mailto:estore.jo@samsung.com).
  - a) If your product, upon delivery, appears to be defected with quality issue (e.g. power issue, screen quality defect, functionality issue, missing goods), you are eligible to request a technical return within 7 days from product delivery date for Mobile, Tablet, Wearable, Accessories and within 14 days from product delivery date for Home appliance and TV products.

- b) With respect to suspect freight damage claims made after acceptance of the Product shipment, your request will be accepted only if the damage is reported within 1 day of delivery, and the package is not moved from its original “ship to” location. Please include all parts, original shipping box and packing material with the Product. In the event that the inspection does not take place or your Product is not picked up within five (5) business days of you contacting Samsung, please contact Samsung customer contact centre as per the numbers mentioned above or email at [estore.jo@samsung.com](mailto:estore.jo@samsung.com).

Damage includes, external carton of the Product shows any sign of damage (e.g. scratches, tears, stains, etc.), tampering (e.g. open Product, broken seals, re-taped, etc.).

- c) To request technical return for mobile, tablet, wearable and accessory:
  - I. please visit the nearest Samsung authorized SVC centre, or call Samsung customer contact centre as per the numbers mentioned above.
  - II. After delivering your product to Samsung authorized SVC centre, a diagnostics test will be performed to validate whether or not it is defective. Samsung shall not be held liable for any data loss during such inspection.
  - III. If the Product is found to be defective (based on the reason you provided with the return request), Samsung Warranty terms will be applied including repair, exchange or refund, for more info, please refer to <https://www.samsung.com/levant/support/warranty/>
  - IV. If the Product is found not to be defective (based on the reason you provided with the return request), your Product will be returned to you and no refund will be issued.

- d) To request technical return for home appliance and TV products:
  - I. Please call Samsung customer contact centre as per the numbers mentioned above.
  - II. Our contact centre will assign one of the experienced engineers to visit you to inspect the Product, or will guide you to carry your Product to the nearest Samsung authorized SVC centre, In-home service or Carry-In service depending on the type of your product as per the below:

<b>Service type</b>	<b>Product</b>
Carry-In (Customer visits Service Centre)	TV equal 32 inch or less, Microwave, Vacuum cleaner
In-Home (Technician visits the Customer)	TV above 32 Inch, Refrigerator, Washing Machine, Dish Washer, Dryer, Kitchen Built-In Appliances, Air Conditioners

- III. A diagnostic test will be performed to validate whether or not it is defective.
- IV. If the Product is found to be defective (based on the reason you provided with the return request), Samsung Warranty terms will be applied including repair, exchange or refund, for more info, please refer to <https://www.samsung.com/levant/support/warranty/>
- V. If the Product is found not to be defective (based on the reason you provided with the return request), your Product will be returned to you and no refund will be issued.

### **General terms for return**

1. We want to address your privacy concerns. Before you send your Product to nearest Service Center, it is your responsibility to delete any confidential, proprietary, or personal information, including de-activating your Google ID and any other accounts associated with the Product, and removing all data and content stored on the Product. If the Product you purchased is a phone, please wipe your device clean of your personal information, prior to returning it, by doing the following:
  - Go to Settings Menu
  - Select General Management
  - Select Reset
  - Select Factory Data Reset
  - Select Reset Device (Device requires end user pattern/pin code)
  - Select Erase Everything

Please ensure you have saved your information before wiping the device clean. Subject to applicable law, Samsung will not be responsible in any way for any loss, disclosure of or damage to any data or content stored on the Product, and Samsung will not in any way be responsible for returning any data or content stored on the Product back to you.

2. Wireless service providers have different policies for the cancellation of their services. You are solely responsible for any service fees associated with your Product. Samsung will not be responsible in any way for any amounts, fees, or charges of any kind (including termination charges) associated with your wireless service provider. It is your responsibility to contact your wireless service provider for information about its policies.

### **Delivery and Installation Service**

1. Delivery will take 1-2 working days for Mobile products and 2-5 working days for TV's & home appliances from receiving order dispatch email.
2. Delivery cannot be postponed more than 5 working days. If delivery is not completed within 5 working days, order will be cancelled automatically.

3. Delivery and installation should be handled in one visit. Installation cannot be postponed to another date.
4. Products which Samsung covers installation service are TV, Refrigerator, Washing Machine, Dish Washer, Dryer, and Air Conditioner.
  
5. For TV products, below 49 inch are not subject to offering installation services.

**Special terms related to purchasing Air Conditioning products:**

- a) Customer needs to make sure that the selected model capacity is enough to cover the space of the installation cooling/heating load.
- b) The installation includes a 4-meter copper pipe kit only.
- c) Any extra pipe additional price is 20 JOD (Twenty Jordanian Dinars) per Meter.
- d) The Warranty period for the Air Condition and the Installation is one year from the purchase date.
- e) The Warranty period is 10 years for the compressor and the Customer shall pay any labour and/or transportation costs after the expiry of manufacturer warranty period after the first year.
- f) Installation does not include any extra civil, electrical or metal work.
- g) Installation of the outdoor unit on metal base only.
- h) The price does not include any removal of the old Air Conditioning unit.
- i) The Return is allowed before the delivery is completed.

**Product warranties**

Samsung Products come with a manufacturer's warranty. Details of the manufacturer's warranty can be found with the documentation that comes with your product or on <https://www.samsung.com/levant/support/warranty/>. Registration may be required to benefit from the warranty or any extended warranty.

**Representations and Warranties**

By accessing and using the Website, you represent and warrant that:

- all information you provide through the Website is true, accurate and complete;
- you accept full responsibility for all charges, duties, fees and taxes and any other financial liability resulting from your use of the Website or your user account; and
- you consent to the collection, use and disclosure of the personal information that you provide through the Website on the terms set out in Our Privacy Policy.

**Offer, Acceptance and Order Placement**



The Products and services advertised, listed or described on the Website are invitations to you to make offers to Samsung to purchase from Samsung such Products and services, and are not offers to sell Products or services to you. You are deemed to make an offer to Samsung to purchase from Samsung the Products or services referenced in your order upon submitting an order to Us via the online checkout process.

### **Ownership of Website**

1. Samsung owns or licenses all intellectual property rights in and to the Website and its content, including without limitation copyright and trademark rights, information, scripts, icons, presentation, arrangements, video and audio, graphic and graphical elements on the Website (the "Content"). Your use of the Website does not entitle you to any ownership or other rights or interests in or to the Website or the Content. The Website and the Content are protected by the Hashemite Kingdom of Jordan and international copyright, trademark and other laws.
2. You agree not to link, make reference to, use, reproduce, republish or re-disseminate any Content including any of Our icons, logos or trademarks without Our prior written consent.

### **Trademarks**

Nothing appearing on the Website or in these Terms and Conditions grants you the right to use the names, designs, trademarks or logos appearing on the Website (the "Marks"). The Marks are the registered or unregistered trademarks, service marks, tradenames and logos owned or licensed by Samsung. All use, duplication, publication, modification or dissemination of the Marks by you is prohibited.

### **Links**

The Website may provide links and references to other Websites that are owned and operated by third parties. We do not sponsor or endorse any information, Products, goods or services contained in or offered through any of the linked Websites. These third party sites are not maintained, operated or controlled by Samsung, and We provide no representation or warranty regarding these linked Websites. You assume sole liability for the access or use of such third party sites and content.

### **Errors, Product Availability, Pricing Information and Orders**

1. We strive to ensure current and accurate information on Our Website. However, due to changing market conditions and competition, misprints, omissions or other errors may sometimes occur, including, but not limited to, incorrect prices and/or specifications for Products. Samsung does not guarantee that Products and services advertised on the Website will be available when viewed or upon subsequent visit to a retail location or thereafter.
2. We endeavour to provide Our customers with an agreeable solution to their shopping needs. However, We do not warrant that the content of the Website including, without limitation to, Product descriptions, pricing or photographs, is accurate or complete.
3. We reserve the right to revoke any Order or stated offer on Our Website, and to correct any omission, error, inaccuracy, misleading or incomplete information provided including after an online order has been submitted, whether or not the online order has been confirmed or your payment has been processed, as permitted by law.

### **Changes to Website Content, Offers or Orders**

1. We own or are licensed users of all intellectual property rights in Our Website and all material and content on Our Website. You may use this site and the materials and content on Our Website for personal, non-commercial use only. All other use or re-Production of Our Website or materials or content on Our Website is strictly prohibited.
2. Our Website is provided on an 'as is' and 'as available' basis without any representation made and we make no warranties of any kind, whether express or implied, in relation to Our Website. We make no warranty that Our Website will meet your requirements or will be uninterrupted, timely or error-free or that Our Website or the server that makes it available are free of viruses or bugs.
3. While We endeavour to ensure that Our Website is normally available 24 hours a day, We will not be liable if for any reason Our Website is unavailable at any time or for any period. Access to Our Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Our control as set out above.
4. Samsung at all times reserves the right to:
  - a) correct any error, inaccuracy or omission in Website content at any time without prior notice or liability to you or any other person;
  - b) change at any time the Products and services advertised or made available for sale on the Website, the prices, fees, charges and specifications of such Products and services, any promotional offers and any other Website content without any notice or liability to you or any other person;
  - c) limit quantities available for sale or sold; and
  - d) reject, correct, cancel or terminate any order, including accepted orders, for any reason, including but not limited to:
    - i. if the Product or service is not available;
    - ii. if We do not receive confirmation of your payment from the relevant payment processing company;
    - iii. if there has been a Product or service pricing or description error, inaccuracy or omission;or

- iv. if you do not meet the eligibility criteria set out in these Terms and Conditions; or
- v. if it appears that false, incorrect, misleading or incomplete information was provided.

### **Promotions**

You understand and agree that any promotional offers, as listed on the Website and in advertising, are limited time offers, may change at any time, and are subject to such additional Terms and Conditions that may be announced from time to time.

### **Accuracy of Information**

It is your responsibility to ensure that all information that you provide through the Website is accurate, complete and up-to-date, including information required to open a user account, payment information (credit card), contact information and all transaction information. You will be solely responsible for any and all loss, damage, cost or expense that you or any other person may incur as a result of the provision of false, incorrect, misleading or incomplete information by you.

### **Personal Information**

1. The personal information you provide to Us in the course of ordering via Our online checkout process will be used and processed in accordance with Our Privacy Policy. By agreeing to these Terms and Conditions, you are agreeing to the collection of personal information through the Website in accordance with these Terms and Conditions and Samsung Privacy Policy available at <http://www.samsung.com/levant/info/privacy/>. Samsung collects uses and discloses personal information about its customers in accordance with the terms of its Privacy Policy, which Samsung may amend or change without notice to you at any time at its discretion. By accepting these Terms and Conditions, and each time you use the Website, you consent to the collection, use and disclosure of your personal information on the terms set out in Samsung's Privacy Policy.
2. You further acknowledge and agree with Samsung that you consent to the collection, use and disclosure of your personal information including, without limitation, your name, address, email address, phone number, credit card and other financial information ("Personal Information") that is gathered about you through the Website in connection with your purchase or placement of an order of any Samsung Product (the "Purchase") and the disclosure of your Personal Information to third parties who may further collect, use and disclose your Personal Information to enable Samsung, and any third parties and ancillary fulfilment service providers that Samsung determine are necessary for the fulfilment of the Purchase, to attend to post-purchase matters including repairs and returns. The foregoing includes, without limitation, collection for and disclosure of Personal Information to Samsung, third party payment service providers, and delivery services used to ship the Samsung Product (collectively, the "Permitted Third Parties") and the use of the

Personal Information by the Permitted Third Parties to: (a) process the Purchase and payment of same, (b) bill and collect money owed in relation to the Purchase, (c) deliver the Product to you, (d) communicate with you whether directly or indirectly regarding your Purchase and advise you of other Products and services that are available or may be available in the future, (e) provide you with effective customer service, including but not limited to trouble-shooting or warranty service, and ask for feedback on same, (f) remit applicable taxes, and (g) comply with legal and regulatory requirements (collectively the "Purposes"). By submitting your Personal Information you agree that the Permitted Third Parties may rely on the consents granted herein for the Purposes. You acknowledge and agree that your Personal Information may be stored outside the Hashemite Kingdom of Jordan. By submitting your Personal Information you agree that the Permitted Third Parties may rely on the consents granted herein.

## **Liability**

1. YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE AND CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF OR RELATED TO ACCURACY, ACCESSIBILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE OR DURABILITY, ALL OF WHICH ARE DISCLAIMED BY SAMSUNG TO THE FULLEST EXTENT PERMITTED BY LAW.
2. SAMSUNG DOES NOT REPRESENT THAT THE WEBSITE OR THE CONTENT CONTAINED ON THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
3. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOLLOWING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. SAMSUNG, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS OR SIMILAR DAMAGES, OR DAMAGES RESULTING FROM ANY (1) ERRORS OR OMISSIONS IN CONTENT, (2) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR YOUR ACCOUNT AND/OR ANY AND ALL PERSONAL INFORMATION AND OR FINANCIAL INFORMATION STORED THEREIN, (3) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, OR (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY GIVING RISE TO THE DAMAGES (INCLUDING CLAIMS FOR NEGLIGENCE OR GROSS NEGLIGENCE), AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **Termination**

1. We may, at Our discretion, change, discontinue, modify, restrict, suspend or terminate the Website or any part of it any time without notice or liability to you or any other person. We may also, at Our discretion and for any reason, terminate these Terms and Conditions or your permission to access and use the Website without any notice or liability to you or any other person.
2. If your permission to use the Website is terminated for any reason, the remaining terms of these Terms and Conditions shall remain in full force and effect. The termination of these Terms and Conditions or the revocation of your rights to use the Website, shall not affect the enforceability of any other agreement between you and Samsung.

## **General Provisions**

1. These Terms and Conditions do not replace and are in addition to any other agreement you may have with Samsung.
2. You acknowledge and agree that Products, goods and services purchased or obtained through the Website, are subject to additional Terms and Conditions including, but not limited to, Terms and Conditions respecting payment of amounts due, purchase price, fees, and taxes and you agree to abide by all such Terms and Conditions.
3. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
4. Any delay, omission or failure by Samsung to exercise its rights, powers or remedies under these Terms and Conditions shall not constitute a waiver by Samsung of those rights, powers or remedies
5. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or any matter related to these Terms and Conditions will be governed by and construed in accordance with the Hashemite Kingdom of Jordan laws applicable therein, without giving effect to any choice of law or conflict of law terms or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Amman in any action to enforce (or otherwise relating to) these Terms and Conditions or the use of the Website.
6. You may not assign these Terms and Conditions or assign any rights or delegate any obligations under these Terms and Conditions.
7. Subject to any other agreement you have entered into with Us, these Terms and Conditions and any other notices or statements posted on the Website constitute the entire agreement between Us concerning the use of the Website, including the Content. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Samsung with respect to the Website and Content.

**Applicable law**

Contracts for the purchase of Products through Our Website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the law of the Hashemite Kingdom of Jordan. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts in Amman.