

Samsung Malaysia Electronics (SME) Sdn Bhd ("SME") Exclusive Online Store

General Terms and Condition

Each of the following terms shall have the meaning attributed to it below:

SME Exclusive Online Store ("**e-Store**") is an online platform ("**Platform**") extended to participating company/organization/entity/educational institution ("**Participating Partner**") of SME ("**e-Store users**" or "**e-Store user**").

Access to the e-Store is provided to users on the following terms and conditions:-

1. The e-Store users agree to comply with all the terms and conditions herein when accessing or using the e-Store. The scope of these Terms and Conditions is limited to SME's role of hosting this site and organizing promotions or campaigns, as the case may be. The sale transaction is between Samsung SDS Malaysia Sdn Bhd ("**SDS**") and e-Store users. SME only provides the recommended retail price ("**RRP**") and other information, where applicable. All sales are subject to SDS terms and conditions which are available at <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions/>.
2. The e-Store users must be an eligible user as identified and defined by the Participating Partner to gain access to the e-Store site. The e-Store users' details will be validated with the Participating Partner.
3. The e-Store is intended for personal use of the e-Store users only.
4. Access to the e-Store and the benefits provided to e-Store users is at the sole discretion of SME and is subject to change at any time without prior notice.
5. The e-Store users are subject to purchasing quotas and spend limits for each Products. The e-Store quota limits apply for calendar year periods and will refresh at the beginning of each calendar year (1 January to 31 December).
6. The e-Store users are not allowed to resell, export, or transfer the purchase to any third party. If an e-Store user resell, export or transfer any Product within 12 months of purchase, the e-Store user shall reimburse SME for the difference between the Product's recommended retail price (as at the date of purchase by the e-Store user) and the discounted price that the e-Store user paid for the Product on e-Store. On-selling of Products will be strictly monitored by SME. IMEIs of mobile Products/Serial number of Consumer Electronics are recorded and SME reserves the right to track and trace any IMEIs/Serial Numbers sold through e-Store for the purposes of monitoring compliance with these terms and conditions.
7. The e-Store users shall not publish any e-Store information, promotion and any marketing material, any prices or discounts offered to the e-Store user under e-Store in any medium (including on social media or any online platforms) or otherwise disclose to any person (other than a family member). In particular, e-Store users shall not disclose such information to any retail partners or business partners of SME and shall not request that e-Store prices to be matched by such retail partners.

8. Offers, benefits or promotions offered by SME separately from e-Store are not available to e-Store users in conjunction with an e-Store purchase.

9. SME reserves the right to terminate or suspend or invalidate access or discontinue the eligibility of any person who uses e-Store, if e-Store user do not comply or breach or SME suspects that e-Store user fails to comply any e-Store terms and conditions or the terms and conditions of sale <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions/> without any prior notice. In addition, SME reserves the right to take any legal action against any person in e-Store as it deem necessary in its sole discretion to recover any damages from such person to the fullest extent permitted by law.

10. SME reserves the right to revise or change or amend these terms and conditions without prior notice to the extent permitted by law. In no event shall SME be liable for any claims, costs or damages caused by arising such changes or revision or amendments.

11. Any disputes regarding e-Store or eligibility for e-Store or e-Store user's compliance with these terms and conditions will be resolved by SME in its sole discretion. SME decision is final and no further correspondence or appeal will be entertained.

12. Samsung and/or SDS reserve the right to cancel any order placed by the e-Store user without any prior notice. For avoidance of doubt, any cancellation of orders will not entitle the e-Store user to any compensation against Samsung and/or SDS for any losses or damages directly or indirectly that may be suffered or incurred by the e-Store user as a result of the cancellation.

13. By participating in this e-Store, e-Store users accept all responsibility for and hereby release and agrees to indemnify and hold harmless SME from and against any claims, liability, damages or expenses that may arise from actions taken by such e-Store users.

14. In the event of an electronic, computer, operational and/or technical error affecting the details or pricing or quantity or availability of the product or any promotion on the website, SME reserves the absolute rights to rectify such error and/or cancel any transaction which has been entered into in reliance of the said error. If e-store users have already paid for the products, SME will either notify e-Store user, the revised delivery date or refund the amount paid.

15. If SME note or suspect any irregular behaviour and transaction, SME may reject or cancel any such orders without notice and without any liability to e-Store users. SME further entitled to take the necessary actions to recover any loss or damage against all relevant parties for such orders and transactions.

16. The standard product warranty coverage is as per terms and conditions stated in the official corporate website at <http://www.samsung.com/my/support/warranty>. The e-Store user is advised to check the website from time to time and stay informed of any changes on the terms and conditions of the warranty.

17. The delivery and installation services for the products purchased by e-Store users are stated as per the terms and conditions in the official corporate website at <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions/>. e-Store users are advised to read the full terms and conditions prior to the purchase of the products and the installation services. The delivery and installation coverage areas are only available for selected postcodes within West Malaysia and currently, not available for the State of Kelantan and East Malaysia. Please check <https://www.samsung.com/my/shop-faq/delivery-and-installations/>.

18. In the event of any inconsistencies between the Terms and Conditions herein and those found elsewhere with regard to EPP and/or EDU, the former shall prevail.

19. The e-Store users have read, understood and accept Samsung's Privacy Policy [<https://www.samsung.com/my/info/privacy/>] and give absolute consent to SME to store and process the personal data for the e-Store. For the full Terms and Conditions of Sale, kindly refer to <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions>

20. These terms and conditions herein shall be governed by and interpreted in accordance with laws of Malaysia and the parties will submit into exclusive jurisdiction of Malaysian courts.

Updated as of 14 August 2024.