

Terms and Conditions for the Samsung Art Store

1. Purpose

This Agreement sets out the rights and obligations of Samsung and you in regards to the Services provided through Samsung Art Store.

2. Definitions

(a) "We", "us", or "Samsung" means Samsung Electronics Co., Ltd, whose principal place of business is at 416, Maetan-3 Dong, Yeongtong-Gu, Suwon-Si, Gyeonggi-do, Korea or third parties designated by us; and

(b) "Services" means Samsung's content and related services provided by us or any third party designated by us through or in connection with this device, excluding any services provided under a separate written agreement; and

(c) "User" or "you" means a user of Samsung's Services; and

(d) "Content" means copyrighted images and related information that can be purchased, downloaded or subscribed to from the Art Store; and

(e) "Art Store" means the online store operated by Samsung available as an application on User Devices; and

(f) "User Devices" means devices such as smart TVs, smart phones, and tablet PCs capable of connecting to the internet, searching, purchasing, using and storing internet content; and

(g) "Samsung Account" means the Samsung Account which Users can open by registering in order to use various services provided by Samsung.; and

3. Scope

Your use of the Services is subject to Samsung's Smart Hub Terms and Conditions, Samsung Account Terms and Conditions, Samsung's Privacy Policy or any other terms and policies made applicable to the User which you already have or will have to agree to (all such terms and conditions collectively constituting this "Agreement"). In case of a conflict between the terms of this Agreement and any of the abovementioned terms and conditions or policy, this Agreement will govern with respect to your use of the Services. You can review the Smart Hub Terms and Conditions, Privacy Policy and the Samsung Account Terms and Conditions under the Settings menu of your TV.

4. Acceptance of this Agreement and Grant of License

4.1 You must accept the terms of this Agreement in order to use the Services, and may not use the Services otherwise. By using our Services, you are agreeing to the terms of this Agreement and this

Agreement becomes legally binding between you and Samsung in relation to the Services and your use of the Services.

4.2 The Content are provided only for your personal, noncommercial use. Subject to the terms and conditions of this Agreement, Samsung hereby grants you, and you accept, a limited, personal, nonexclusive, nontransferable and revocable right to use the Content only as authorized in this Agreement and in any applicable separate terms from Samsung.

5. Purchase of Content and Payment

5.1 You may purchase the Content on an a la carte basis or purchase a membership which allows you to choose pictures from a pool of Content. Content made available for the membership option may be changed at Samsung's sole discretion at any time.

5.2 You can make a purchase with Samsung Checkout on TV. Except as stated in Section 6 below, all sales are final.

5.3 To utilize Samsung Checkout on TV, you will need to have a Samsung Account. If you don't have one already, you can sign up at account.samsung.com or on the applicable User Devices. You are responsible for providing accurate payment information and the full payment of your Content purchases. By using Samsung Checkout on TV, you authorize Samsung to charge your credit card or another selected payment account for your purchases.

5.4 Please note that the prices and currency charged for the Content may vary depending on your location. Prices for the Content may change at any time, and Samsung Checkout on TV does not provide price protection or refunds in the event of a price reduction or promotional offering.

6. Cancellation of Membership or Individual Purchase

6.1 You can cancel your Art Store membership at any time, and you will continue to have access to the service through the end of your billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-membership periods. To cancel, go to the membership page in the Art Store or "Your Account" page and follow the instructions for cancellation. If you cancel your membership, your Art Store membership will automatically close at the end of your current billing period, and you can receive the cancellation notice in the e-mail registered in your Samsung Account.

We do not accept returns of any transactions for individually purchased Content, provided however, you may cancel an order for purchased Content within 48 hours of purchase (or, for customers in the European Union, within 14 days from the date of purchase) by e-mail request to frame.cs@samsung.com. You may not cancel an order for purchased Content once you have started using full screen setting such Content.

6.2 If you are unable to download the Content because of a technical problem, or if the Content is materially defective, please contact us at frame.cs@samsung.com. In such circumstances we may, in our sole discretion, replace, make available for re-download, or refund the price of the Content.

7. Content Rights

7.1 Samsung is not responsible for any content you may access as part of or via your use of the Services (including audio and sound files, data files, images, graphics, animation, music, photographs, software, videos and written text) that were created by or are owned by a third party ("Third Party Content"), including advertisements, messages, or other sponsored content. Any responsibility or liability for any Third Party Content shall remain solely with the creator, owner, or licensee of such Third Party Content and not with Samsung whatsoever.

7.2 You acknowledge and agree that Third Party Content is protected by the proprietary and intellectual property rights of the creator, owner and licensee of such Third Party Content. You must not modify, reverse-engineer, copy, rent, lease, loan, sell, resell, re-transmit, distribute, trade, publicly display or create derivative works of any Third Party Content, either in whole or in part, without obtaining a license from such creator, owner or licensee.

7.3 Samsung, at its sole discretion, may, but is not obligated to, pre-screen, review, flag, filter, modify, refuse, suspend, or remove any Third Party Content that are provided to you as part of or via the Services, without giving prior notice to you.

7.4 You acknowledge and agree that, by using the Services, you may be exposed to Third Party Content that you may find offensive, indecent or objectionable and that, in that respect, you agree to use the Services at your own risk. You agree to assume such risk on behalf of any Minor for whom you are the Minor's parent or legal guardian using the Services, and you agree to shield and not expose such Services from or to any Minor using the Services who is not your child or for whom you are not such Minor's legal guardian.

8. Changes to this Agreement; Notice of Changes

Samsung may make changes to the terms of this Agreement from time to time. When material changes are made, Samsung will provide Users with reasonable advance notice before such changes become effective.

9. Warranties Disclaimer

9.1 THE SERVICES ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. SAMSUNG, SAMSUNG AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

9.2 WITHOUT LIMITING THE PREVIOUS DISCLAIMER, SAMSUNG, SAMSUNG AFFILIATES AND ITS LICENSORS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICES WILL (a) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER, (b) WILL ALWAYS BE AVAILABLE OR

FREE FROM ALL HARMFUL COMPONENTS OR ERRORS (c) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU AND THE INFORMATION YOU PROVIDE) FROM UNAUTHORIZED ACCESS, (d) WILL BE ACCURATE, COMPLETE, OR RELIABLE, (e) THAT THE QUALITY OF THE SERVICES WILL BE SATISFACTORY TO YOU, OR (f) THAT ERRORS OR DEFECTS WILL BE CORRECTED.

9.3 THE USER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY CONSEQUENCE(S) THAT RESULTS, INCLUDING ANY DAMAGE OR HARM CAUSED BY ANY VIRUS, SPYWARE, WORM OR MALWARE.

9.4 NO ADVICE OR INFORMATION (WHETHER ORAL OR WRITTEN) OBTAINED BY THE USER FROM SAMSUNG ON OR VIA THE SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

10. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG SHALL NOT BE LIABLE TO THE USER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY THEORY OF LIABILITY, AND WHETHER OR NOT THAT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO SAMSUNG, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (b) ANY LOSS OF INCOME, BUSINESS, ACTUAL OR ANTICIPATED PROFITS, OPPORTUNITY, GOODWILL, OR REPUTATION (WHETHER DIRECT OR INDIRECT); (c) ANY DAMAGE TO OR CORRUPTION OF DATA (WHETHER DIRECT OR INDIRECT); OR (d) ANY LOSS OR DAMAGE AS A RESULT OF: (i) USE THE USER MAY MAKE OF THE SERVICES, (ii) ANY RELIANCE PLACED BY THE USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, (iii) ANY RELATIONSHIP OR TRANSACTION BETWEEN THE USER AND A THIRD PARTY PROVIDER OF ANY SERVICE, PRODUCT, OR CONTENT, INCLUDING ADVERTISERS AND SPONSORS WHOSE ADVERTISING IS MADE AVAILABLE ON OR VIA THE SERVICES; AND (iv) ANY CHANGES TO THE SERVICES, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES OR ANY PORTION THEREOF.

11. General

11.1 The User shall rely upon only the written terms set out in the terms of this Agreement and not any representations made elsewhere, including in advertising or directly to the User by any of our employees. This Agreement integrates and supersedes any and all prior oral or written agreements relating to the subject matter hereof. This Agreement may not be modified or amended, in whole or in part, except as set forth in Section 8.

11.2 Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

11.3 The User agrees that if Samsung does not exercise or enforce any legal right or remedy which is set out in this Agreement, or which Samsung has the benefit of under any applicable law, such will not be construed as a waiver of Samsung's rights or remedies, and that such rights or remedies remain available to Samsung.

11.4 If any provision of this Agreement is held to be invalid by any judicial or administrative authority of competent jurisdiction, then that provision will be removed from this Agreement without affecting the remaining provisions of this Agreement, which will continue to be valid and enforceable.

11.5 The User acknowledges and agrees that each Samsung Affiliate shall be a third party beneficiary to this Agreement and shall be entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or rights in favor of) them. Subject to the foregoing, no other person shall be a third party beneficiary to this Agreement. For the purposes of this Agreement, a Samsung Affiliate is any company, corporation, firm, partnership or other entity that controls Samsung, is controlled by Samsung or is under common control with Samsung; the term "controls" and "controlled" meaning the ability to direct the management of the relevant entity.

11.6 The User may not transfer or assign this Agreement or any of the User's rights or obligations arising hereunder. Any attempted transfer or assignment of this Agreement or any of the User's rights or obligations arising hereunder in violation of this Agreement shall be void and unenforceable.

11.7 Samsung will not be liable or responsible for any failure to perform, or delay in performance of, any of any obligations under this Agreement that is caused by acts or events beyond Samsung's reasonable control.

11.8 The Agreement and the User's relationship with Samsung under this Agreement shall be governed by the laws of the jurisdiction where User is resident. The User expressly and irrevocably agrees to submit any legal matters arising in relation to this Agreement to the jurisdiction of the courts of the territory where the User is a resident, and waives any other jurisdiction that may apply for any other reason.