

# **Samsung Care+ for Kingdom of Saudi Arabia (“KSA”)**

## **Terms and Conditions**

These Terms and Conditions herein describe and stipulate the provisions which govern and regulate Samsung Care+ plan policy (“Terms & Conditions” and/or “T&Cs”).

Samsung Care+ is a service plan (“SC+ Plan” or “Samsung Care+”) that covers the risk of Accidental Damage/Screen Damage, as defined in clause 3 of this T&Cs, to Your Samsung mobile device (“Covered Device”). The SC+ Plan is brought to You by Samsung Electronics Saudi Arabia Ltd. (“Samsung”/ “We”/ “Us”/ “Our”).

For this Terms and Conditions, You will be referred to herein as (“You” / “Your”).

By agreeing to these Terms and Conditions, You are agreeing to the collection and processing of Your Personal Data through Our website (the “Website”) in accordance with these Terms and Conditions and Samsung Privacy Policy available at [https://www.samsung.com/sa\\_en/info/privacy/](https://www.samsung.com/sa_en/info/privacy/).

In this T&Cs, “Samsung” means Samsung Electronics Saudi Arabia Ltd.

Your Covered Device and the SC+ Plan shall be governed by these Terms and Conditions. If Your Covered Device is not working and did not have an accident, it could be defective and may be covered by the Samsung two-year limited warranty or You may have statutory rights under applicable consumer law.

It is worth noting that SC+ Plan does not cover any damage which does not affect the functionality of the Covered Device such as scratches, dents, discoloration, Cosmetic Damage and /or cracks (“Non-functional Damage”). You are fully responsible for any Non-functional Damage and Cosmetic Damage. You must take all precautions to prevent Non-functional Damage to Your Covered Device.

To help You understand the SC+ Plan and how it works, You should carefully read and retain this T&Cs which stipulate this the terms and conditions between Us and You, what limitation of coverage of this SC+ Plan, to the process of claim, and the expiry or termination of this T&Cs. If You have any queries, please contact us via the local Samsung website [www.samsung.com/support](http://www.samsung.com/support).

The Terms and Conditions and the Plan Confirmation form the T&Cs between You and Us.

## 1. Summary of Samsung Care+ Plans

### 1.1 Summary of Samsung Care+ ADH (2 Years):

| Two (2) Years Accidental Damage/Liquid Damage |  |                                    |          |
|---|--|------------------------------------|----------|
| Device Categorization                         |  | Claim Lodgement Fee (Incl. of VAT) | Limit    |
| Foldable                                      | Z Fold3 5G, Z Flip3 5G, Z Fold4 5G, Z Flip4 5G                               | SAR 484                            | 3 Claims |
| Flagship                                      | S22 Series, S21 Series, S20 Series, N20 Series, Tab S7 Series, Tab S8 Series | SAR 184                            |          |
| Fan Edition                                   | S20 FE, Tab S7 FE, S21 FE 5G   | SAR 109                            |          |
| High A Series                                 | Galaxy-A53 5G, Galaxy-A73 5G, Galaxy-M53 5G                                  | SAR 109                            |          |
| Watches                                       | Galaxy Watch5 (40mm), Galaxy Watch5 (44mm), Galaxy Watch5 Pro (45mm)         | SAR 75                             |          |

### 1.2 Summary of Samsung Care+ ADH (1 Year):

| One (1) Year Accidental Damage/Liquid Damage |  |                                    |          |
|--|--|------------------------------------|----------|
| Device Categorization                        |  | Claim Lodgement Fee (Incl. of VAT) | Limit    |
| Foldable                                     | Z Fold3 5G, Z Flip3 5G, Z Fold4 5G, Z Flip4 5G                               | SAR 484                            | 2 Claims |
| Flagship                                     | S22 Series, S21 Series, S20 Series, N20 Series, Tab S7 Series, Tab S8 Series | SAR 184                            |          |
| Fan Edition                                  | S20 FE, Tab S7 FE, S21 FE 5G   | SAR 109                            |          |
| High A Series                                | Galaxy-A53 5G, Galaxy-A73 5G, Galaxy-M53 5G                                  | SAR 109                            |          |
| Watches                                      | Galaxy Watch5 (40mm), Galaxy Watch5 (44mm), Galaxy Watch5 Pro (45mm)         | SAR 75                             |          |

- 1.3 You can purchase Samsung Care+ anytime within thirty days (30) from the Covered Device purchase date provided that the SC+ Plan Start Date shall be from the date of activation of the Covered Device. Please note that Your Covered Device must be eligible for Samsung Care+ (e.g., see Clause 2. General Validity Conditions and Clause 4. General Exclusions).

When You submit a Claim to Us, We will, at Our sole assessment and discretion, either repair or replace Your Covered Device provided that such replacement will be limited to one (1) time during the Term of Your SC+ Plan. If We accept Your claim and the Covered Device is Beyond Economical Repair, then We will replace it. In case of repairs, Original spare parts will be used to repair Your Covered Device. By proceeding with this Plan You accept that both the (i) damaged parts and materials of the Covered Device which have been replaced by Us; and (ii) the Covered Devices that are Beyond Economical Repair and have been replaced by Us, shall become Our property.

In case of a replacement of Your Covered Device, the replaced device will either be a new device or a refurbished device and will either be the same model as or the nearest equivalent model to Your Covered Device commercially available at the time of Your claim (same color cannot be guaranteed). The remaining period of Your Samsung Care+ purchased for the original Covered Device will be applicable for the replaced device. Your statutory rights and any rights You may have by virtue of warranties from Samsung are not affected by Samsung Care+. Our obligation to repair or replace the Covered Device under the Samsung Care+ is subject to the Claims Limit.

- 1.4 The Samsung Care+ claims will be handled by Our Authorized Service Centers within KSA.  
We reserve the right, at Samsung discretion, to change or modify, the terms of this Plan from time to time.
- 1.5 Notwithstanding sub-clauses 1.1 and 1.2, depending on the type of Plan purchased, the Claim Limit will be as follows:
  - a. 1 year plan: 2 (two) Claims allowed,
    - i. The customer can avail two (2) repairs and no replacement or;
    - ii. The customer can avail one (1) replacement and one (1) repair.
  - b. 2 year plan: Three (3) Claims allowed,
    - i. The customer can avail two (2) repairs and one (1) replacement or;
    - ii. The customer can avail three (3) repairs and no replacement
  - c. The Customer is entitled for one (1) replacement only in both types of Plans: the Customer will only be entitled for a repair in the second and/or third Claim and no replacement in the event that the Customer availed the replacement from the first Claim as per clause 1.3 above according to Our assessment and discretion; the repair in the second and/or third Claim shall not exceed the replacement value and/or is Beyond Economical Repair by which Your Claim will be rejected for exceeding Your Claim Limit.

**2. General Validity Conditions**

- 2.1. Samsung Care+ is valid for individuals who are of legal age under applicable local laws in the Kingdom of Saudi Arabia.
- 2.2. Samsung Care+ is valid only for mobile devices purchased in the Kingdom of Saudi Arabia.
- 2.3. Samsung Care+ is only valid for new Samsung mobile devices; it does not cover second-hand Samsung mobile devices.
- 2.4. Samsung Care+ is only valid for mobile devices purchased from Samsung's official channels.
- 2.5. Samsung Care+ is only valid for mobile devices which have no existing damages on them.

**3. Definitions**

Some of the words and phrases in these Plan Terms and Conditions have specific meanings. These are explained below and have the same meaning wherever they appear beginning with a capital letter.

| Term   | Definition   |
|--|--|
| Accidental Damage/Accidentally Damaged (ADH) | Refers to accidental damage from handling, that is, damage directly resulting from unintentional physical damage to the Covered Device or spilling liquid onto it.<br><br>Other Damage: any physical or Liquid Damage that can occur to the Covered Device other than to the Screen of such Covered Device, affecting the functionality of the Covered Device. |

|                           |   |
|---------------------------|---|
| Screen Damage (SDH)       | Refers to physical damage or Liquid Damage, such as cracking or breaking of the screen affecting the functionality of the Covered Device and limited to parts needed to fix a cracked or broken screen and back glass/ plastic screen, LCD and sensors fixed to the screen.   |
| Cosmetic damage           | Shall mean non-structural damage that does not affect the functionality or operation of the Covered Device including but not limited to scratches dents and marks caused by normal wear and tear and/or general usage.  |
| Liquid Damage             | Damage caused by the covered item being in contact with any liquid through spillages, damp conditions and natural Weather conditions.   |
| Beyond Economical Repair  | Means the state of the Covered Device where it is estimated that the repair cost will significantly exceed the Covered Device's current market retail price value.  |
| Plan Confirmation         | Means the document that sets out the details and specifications of the Covered Device that is covered by this Samsung Care+ Plan, the type of cover and when the Plan coverage starts and finishes.   |
| Claims Limit              | Means the allowed number of claims We are liable to fulfill per Plan Term as mentioned in these Terms and Conditions.<br><br>The maximum covered value is equivalent to the purchase value of the Covered Device at the time of submitting a Claim Request for availing accidental damage protection as eligible under this Plan.<br><br>The Limit is as defined in Clause 1.5 of this document.  |
| Data Protection Law(s)    | Means, in relation to any Personal Data which is processed by Us and/or by any third Party which Samsung authorize to process Your Personal Data effecting this T&Cs, the applicable legislation on the protection of Data Subjects with regard to the data processing of that Personal Data as may be superseded by the applicable data protection law (including but not limited to E-Commerce Regulation, Royal Decree No M/126 of 7 Dhul Qada 1440 Hejra (corresponding to 9 July 2019) with effect from October 24, 2019, the General Rules for Cross-Border Transfer of Personal Data, 2020 and the NCA's Essential Cybersecurity Controls) or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statues, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Governmental Authorities. |
| Covered Device            | Means the Samsung manufactured mobile device that We have agreed to cover shown on the Plan Confirmation.   |
| Party                     | Means either You or Us.   |
| Term of Plan              | Means the duration of the Plan commencing on the Plan Start Date and expiring on the Plan Expiry date, subject to these Terms and Conditions.   |
| Plan                      | Means Your Samsung Care+ Plan as documented in the Plan Confirmation. ("SC+ Plan")  |
| Plan Expiry Date          | Means the date of which the Plan will expire and come to an end after the elapse of the Term of the Plan, as defined in Clause 5.1 of this document.  |
| Plan Start Date           | Means the date from which Your Covered Device is covered by Us as shown on the Plan Confirmation; such Plan Start Date shall commence on the activation date of the Covered Device.   |
| Plan Terms and Conditions | Means the terms set out in this document ("T&Cs").  |
|                           |   |

|  |  |
|--|--|
| Personal Data  | Means (i) any information relating to a Data Subject in any form or medium; (ii) any information related to a Data Subject that is protected under Applicable Data Protection Law; or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify a Person. Personal Information may include names, an email address, a postal address, a telephone number, a network or hardware identifier, an identification number, an online identifier, a financial account number, credit report information, biometric information, geolocation information, and behavioral information. |
| Data Subject   | Means the end user of a Covered Device, to whom Personal Data relates to for Claims Limit.   |
| Precautions  | All measures that would be deemed appropriate to expect a person to take to prevent accidental loss, accidental damage, or theft of Your mobile.   |
| Fees   | Means the amount to be paid by You for purchasing Your Plan, which includes Value Added Tax (VAT) at the prevailing rate if applicable   |
| Samsung  | Means Samsung Electronics Saudi Arabia Ltd.  |
| Consumer Web Portal  | Means a website ( <a href="https://samsung-ksa.servify.tech">https://samsung-ksa.servify.tech</a> ) for Samsung customers to raise and track claims.   |
| Samsung Authorized Service Centre /Our Authorized Service Centre / ASC | Means a third-party service center appointed by Samsung to provide You with services under this Plan.  |
| Territory  | Kingdom of Saudi Arabia  |
| We / Us / Our  | Means Samsung Electronics Saudi Arabia Ltd.  |
| You / Your   | Means the contract holder named on the Plan Confirmation.  |

#### 4. **General Exclusions**

The Plan does not cover:

4.1. Any claim for an event occurring outside the Term of Plan.

4.2. Your Covered Device in case of:

- a. Your Covered Device has had its serial or IMEI number removed, defaced, or altered
- b. Any pre-existing damage that cannot be attributed to the event being claimed for.
- c. At the time of purchasing the Plan, You were aware of something that would give rise to You making a claim.
- d. Design, manufacturing, or other faults in relation to the Covered Device safety
- e. Your Covered Device has been altered, modified, upgraded, expanded or repaired by a non-Samsung Authorized Service Centre, including alteration or modification to any internal parts or to the operating system (such as, but not limited to, being unlocked to operate outside the Territory).
- f. Cosmetic damage which does not affect the functionality of the Covered Device such as scratches, dents, discoloration, and small cracks.
- g. Damage that naturally and inevitably occurs as a result of normal wear and tear.
- h. Your Covered Device is not installed or operated in accordance with Samsung's instructions.
- i. Installing or re-purchasing any content such as data, music, photos, apps, or software to the replacement

- Covered Device unless specifically mentioned as a benefit; and
- j. Your Covered Device was purchased outside KSA.
  - k. Damage caused by:
    - i. a product/accessory which is not included in the Samsung authorized accessories provided along with the Covered Device at the time of purchase.
    - ii. operating the Covered Device outside the permitted or intended uses described by Samsung
  - l. Damaged device where the IMEI/Serial no. cannot be identified. Please note that the IMEI mentioned on the SIM tray will not be considered as an identification of the device IMEI.
  - m. Loss or damage covered by supplier, dealer, or Manufacturer's Warranty

#### **4.3. Damages and expenses**

Damages and expenses incurred arising directly or indirectly from the following events or circumstances are not covered under this Plan:

- a. Misuse including damage caused intentionally and the use of the Covered Device for a purpose for which it was not originally intended.
- b. Gross negligence resulting in a claim. A conscious and voluntary disregard of the need to use reasonable care by You or a user of the Covered Device.
- c. Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted
- d. You act illegally or break any government prohibition or regulation.
- e. Lack of reasonable precautions to prevent damage to Your Covered Device.
- f. Theft or loss of the device
- g. Loss of use or consequential loss of any kind.
- h. The Plan does not cover any damage caused by force majeure events such as fire, flood, lightning, and explosion.
- i. Damage caused by or arising from, but not limited to, an electro-magnetic pulse, whether man made or naturally occurring, nuclear reaction or contamination from nuclear weapons or radioactivity, seepage, pollution or contamination or damage caused by war, invasion, revolution, terrorist activity, fire, lightning, floods, earthquake or any natural catastrophe, Chemical, Biochemical, Biological, Electromagnetic and Cyber Attack or any other force majeure event.

#### **5. Commencement and Cancellation**

The Plan will come into force on the Plan Start Date, and it will end on the Plan Expiry Date in accordance with the terms of this Plan as defined in these T&Cs.

##### **5.1. When will the Plan end?**

If neither Party has cancelled the Plan and unless otherwise specified in the Plan Confirmation, the Plan will end either.

- a. For Samsung Care+ ADH (1 year Plan): 12 months after the Plan Start Date (Samsung Care+);
- b. For Samsung Care+ ADH (2 years Plan): 24 months after the Plan Start Date (Samsung Care+);
- c. Or if You have reached the claims limit; whichever comes first

**5.2. Can the Plan be renewed?**

It is not possible to renew this Plan for the Covered Device.

**5.3. When can the Plan be cancelled?**

We may cancel this Plan and You will not be able to claim and may not be entitled to a Fees refund, should the reason for cancellation be due to non-payment of the Fees or a breach of the Plan Terms and Conditions, such as (but not limited to) if You:

- a. Have misled us through dishonesty or incomplete information when purchasing the Plan.
- b. Have purposely misrepresented or failed to disclose any facts; or
- c. Have committed fraud, cheated, or deceived us.

If we choose to terminate Your Plan, we will notify You in writing at Your registered address or email address, if available with us. We will not be liable if You have provided us with an incorrect registered address or email address/failed to update Your registered address or email address provided to us, and we have notified You at the registered address or email address available to us.

You may cancel this Plan anytime within 7 days of purchasing the Plan provided there is no claim raised or settled under the Plan. We will refund the entire Plan Fee in an event of You requesting a cancellation as mentioned above.

**6. Payment**

The Fees is paid upfront at the time of purchasing the Plan.

**7. How to Make a Claim**

In the event of damage to the Covered Device, You are required to:

- 7.1. Immediately (not later than 15 days from the time of damage) inform Us through the Consumer Web Portal, Toll free number as provided below detailing the damage, and provide any documentary evidence of the damage.
- 7.2. You need to share the IMEI detail of the Covered Device before raising the request, failing which You will not be eligible to receive any benefits of the Samsung Care+ and no claims shall be entertained by Us.
- 7.3. Answer a few questions on the incident. The process is completely paperless, so, no physical documents will be required.
- 7.4. Please note, You will not handover the Covered Device for repairs at any service center, including at any Samsung Authorized Service Centre (ASC) until confirmed by Us. It is expressly stated that We will not be held responsible for fulfilling any such requests where the Covered Device is handed over to a service center by You before the approval from Us; any liabilities arising out of such requests before the in-principle approval of the Damage Repair Service Request from Us will be solely handled by You at Your own expense.

**7.5. You can contact Samsung by:**

- a. Telephone, between Sunday to Thursday, 9am to 6pm

| Country | Toll Free  |
|---------|------------|
| KSA     | 8002474357 |

- b. Samsung Authorized Service Center list at: [https://www.samsung.com/sa\\_en/support/service-center/](https://www.samsung.com/sa_en/support/service-center/)
- c. Consumer Web Portal at <https://samsung-ksa.servify.tech>

- d. When You contact Us, We will let You know what information We need from You to process the claim and how Your claim will be processed. At a minimum We will request:
  - i. Evidence that Your Covered Device is covered under the Plan (IMEI number).
  - ii. A description and any documentary evidence of the incident that caused the Accidental Damage or Liquid Damage to Your Covered Device.

**7.6. You can find Your IMEI/Serial number by:**

You can find Your Insured Product's IMEI number by inputting \*#06# into Your Covered Device or by going through settings on the Covered Device. It should also be noted on the documentation that came with Your Covered Device when You purchased it and may be on the back of Your Covered Device. Your network provider may also be able to provide it to You.

**7.7. How is Accidental Damage, Liquid Damage determined and covered?**

- a. We will let You know as soon as possible if We can settle Your claim after the Samsung Authorized Service Centre has reviewed Your claim. In order for Your claim to be eligible You must not separately arrange a repair without Our approval.
- b. You must submit Your claim fully and truthfully. This enables Us to properly determine the Accidental Damage or Liquid Damage.

**7.8. What do We Require from You?**

- a. Ensuring access to Your Covered Device
- b. In the case of Accidental Damage or Liquid Damage, it is important You contact Your network provider to disable any security features (for example: locks, personal ID passcodes or PIN numbers), software, applications or other means which may stop Us from accessing Your Covered Device.
- c. Ensuring You contact Us in a timely manner:

We encourage You to report Your Accidental Damage or Liquid Damage as soon as possible so that the Covered Device can be repaired and so that the Accidental Damage does not result in further deterioration to the Covered Device. If there is an unreasonable delay between the occurrence of the Accidental Damage or Liquid Damage You are notifying Us via a Consumer Web Portal, We may adjust Your claim settlement in case Our obligations have increased due to the delay.
- d. Sending Your Covered Device or information:

We will keep Your claim active for 15 days from the time You have raised a claim, to enable You to send Your Covered Device to Us and/or provide any additional information We have requested from You. If You have not provided the Covered Device and/or the additional information to Us and such 15 days have elapsed, You will need to re-register Your claim from the beginning.
- e. Backing up Your data:

All Covered Devices sent to be repaired will be wiped of all data before any action by Our Authorized Service Centers personnel for confidentiality purposes. We shall not be liable for the loss of any data howsoever caused. Our Authorized Service Centers and We do not accept responsibility for Your SIM Card, memory card or any other storage media or property belonging to You not removed from the Covered Device before sending in for repair. Before sending Your Covered Device for repair, You are responsible for managing, backing up or otherwise protecting the data of Your Covered Device against loss, damage or destruction.



f. **Keeping IMEI Secured:**

You are responsible for keeping the IMEI/Serial no. details of Your Covered Device secure and providing the same at the time of raising any claim. If You fail to provide the IMEI/Serial no. details as and when asked, Your claim shall not be processed and under no circumstances shall Samsung be liable for the claim rejection.

**7.9. Preventing false declaration and non-disclosure**

- a. You must provide Us with complete and accurate information when purchasing the Plan and making a claim. We may not aid or cover if You provide us with incorrect or incomplete information. This includes failure to cooperate in the settlement of the claim or failing to pass on important information or changes.
- b. If You or anyone acting on Your behalf makes a claim which is in any way false or fraudulent or supports a claim with any false or fraudulent statement or document, You will lose all benefit under this Plan and any Fees You have paid for the Plan. We may also recover the cost of any successful claims We have settled under this Plan and later discover to be fraudulent. If You fraudulently provide Us with false information, statements, or documents, We may record this in claims databases and exchange this information with fraud (prevention) agencies.

**7.10. Multiple coverages**

- a. If You are entitled to compensation under another insurance policy or service contract, public scheme or obligation whether or not arising from a law or a regulation You should notify Us and We may decline to cover. We will, however, cover You where eligible under this Plan for damage which is not covered by the other insurance policy or service contract, public scheme or legal obligation whether or not arising from a law or a regulation.
- b. If We do provide cover up front at Your request, You assign, if legally possible, Your right to compensation under another insurance policy or service contract, public scheme or any legal obligation whether or not arising from a law or regulation, to Us.
- c. If You have more than one coverage that covers You for the same loss, You should only submit the claim to one insurer and provide details of any other obligor to that insurer. Such insurer will then contact anyone else who would have covered the event for a contribution towards the costs.

**8. Making an Enquiry or Complaint**

If You have a query or need to make a complaint:

8.1. You can contact Us by:

- a. The easiest way to contact Us is to call on:

| Country | Toll Free  |
|---------|------------|
| KSA     | 8002474357 |

- b. Alternatively, You can write to Us on [www.samsung.com/support](http://www.samsung.com/support).

8.2. We will do everything possible to ensure that Your query is dealt with promptly. Providing Your name, IMEI number should help Us deal with Your comments more efficiently.

## **9. Service Fulfillment Process**

- 9.1 We provide services through Pick/Drop Support (“PUDO”) service for the Covered Device, for serviceable locations within the Territory. For claiming the other benefits of this Plan, You may visit the nearest Samsung Authorized Service Centre as indicated in the Consumer Web Portal once the approval is provided. You are required to wait until We confirm in writing via an email or on a voice call on Your registered number or provide an update on the status of the next steps to be taken. Necessary service will be performed at the Our Authorized Service Centre(s) after verification of the entitlement and validity of the Plan. Once the required service is complete, You will promptly be notified via the Consumer Web Portal. The repaired device will be delivered to the address of initial pickup after completion of repair if PUDO service is availed. In the event that PUDO service is not availed, You will be required to pick up Your repaired Covered Device from the relevant Samsung Authorized Service Centre.
- 9.2 We reserve the right to change the method by which Our Authorized Service Centre may provide repair service to You, and Your Covered Device’s eligibility to receive a particular method of service under this Plan. Service options, parts availability and response times may vary according to the city You live in.

## **10. Limitation of Liability**

Our liability under this Plan is limited to fulfilling service claims approved by Us. We are not liable for any loss of programs, data, or other information stored on Your Device or any media. In no event will We be liable to You or any third party for any damages resulting from, or relating directly or indirectly to, Your Samsung Care+, including, but not limited to, any damages You may suffer if data left on Your Device is accessed, or alternatively, is unrecoverable. Our liability, in respect to this Plan, in relation to Your Covered Device and subject to the exclusions stated in Article 3, will be limited to and shall not exceed the cumulative cost incurred by us in servicing either: (i) the last 2 claims during the previous 12 months or; (ii) the last 3 claims during the previous 24 months, immediately preceding the date when the liability arose.

## **11. Privacy and Personal Data**

- 11.1. We handle Your personal data with care.
- 11.2. In addition, We might use Your personal data to prevent and combat fraud and to comply with statutory obligations. We may exchange Your personal data with industry governing bodies, regulators, fraud prevention agencies and claims databases for underwriting and fraud prevention purposes. We may provide Your personal data to others where required or permitted by law.
- 11.3. You have a right to request rectification and provision of a copy of the Personal Data that We hold about You. If You wish to exercise these rights then please contact Us directly via the details provided in Your Plan Confirmation.
- 11.4. We and our affiliates warrant and undertake that we shall comply with all obligations under the relevant local data protection laws of each country where the service contracts are provided, including but not limited to, all such legal obligations relating to the protection of personal data.
- 11.5. We warrant to the other Party that all Personal Data relating to You that is collected, Used, and stored during a sales transaction and claims management will be fairly and lawfully obtained, that We will make any required notification with regard to You Personal Data, and that We will obtain, and always maintain a registration as required per the local data protection legislation (if applicable) appropriate to the performance of Our obligations under this Plan. Moreover, We shall ensure that, where required by local law, all necessary consents have been obtained from You for the processing of Your Personal Data in connection with the Plan.

- 11.6. We warrant and undertake, if at any stage under this Plan, We collect, process, or use personal data, We shall:
- a. Use Your Personal Data only for the purpose of providing the Plan, claims management and related services, and comply with all the obligations related to the Personal Data protection required. Any additional applicable data protection requirements required by a particular country's laws shall be included in this T&Cs.
  - b. Comply with all obligations under the applicable Laws and specifically the data protection laws.
  - c. Shall not disclose the Personal Data to any third party other than our employees or representatives requiring access to the Personal Data to perform their duties under this Plan.
  - d. implement all necessary or appropriate technical and organizational measures:
    - i. to protect the security and confidentiality of Personal Data processed by it in providing the services under the Plan.
    - ii. to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access, or processing; and
    - iii. as required under applicable Data Protection Laws, to ensure a level of security appropriate to the risk, including as appropriate: (A) the pseudonymization and encryption of Personal Data; (B) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; (C) the ability to restore the availability and access to the Personal Data in a timely manner, as and when required; and (D) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring and maintaining the security of the processing of Personal Data.
  - e. On cancellation or expiry of this Plan, We shall securely destroy existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with applicable law and regulations in any jurisdiction, and in such case such Personal Data shall be retained for the period required by Applicable Laws.

## **12. Governing Law & Jurisdiction**

Unless agreed otherwise, the law of the KSA will apply to these Plan Terms and Conditions. In the event of a dispute concerning these Plan Terms and Conditions, the courts of the Kingdom of Saudi Arabia shall have exclusive jurisdiction.

## **13. Regulatory Status**

This Plan is provided by Samsung Electronics Saudi Arabia Ltd ., which has its registered office in 9<sup>th</sup> Floor, Hamad Tower, Al-Olaya, Riyadh, Saudi Arabia. Our business address is: 9<sup>th</sup> Floor, Hamad Tower, Al-Olaya, Riyadh, Saudi Arabia.