

Samsung Electronics (UK) Limited.

ONLINE REMOTE MANAGEMENT SERVICES

ONLINE REMOTE MANAGEMENT SERVICE TERMS AND CONDITIONS

1. LEGAL NOTICE

1.1 This legal notice (these "Terms") applies to the Online Remote Management Service (the "Services") and to any correspondence or dealings between you and the Company (as defined below in Section 1.3), with regard to the Services; including in particular telephone support for certain technical issues in Samsung products, including TVs, monitors, set-top boxes, Blu-ray disc players and home theatre systems (the "Samsung Products"). The Services primarily consist of the Company remotely assisting with, analysing and troubleshooting your Samsung Product when your Samsung Product experiences a technical problem[PO2][JS3]. Please note Please read these Terms carefully before using the Services provided. Using the Services indicates that you accept these Terms, which form an agreement for the Services between you and the Company. If you do not accept these Terms, do not use the Services.

1.2 To the fullest extent permitted by law, the Company may revise, supplement or otherwise change these Terms and impose new or additional rules, policies, terms or conditions on your use of the Services from time to time at its sole and absolute discretion and with or without prior notice to you, by updating these Terms. Such revisions, supplements or changes will be effective immediately and incorporated into these Terms. Every time that you use the Services, please check these Terms to ensure that you accept any such changes. Your continued use of the Services will be deemed to constitute your acceptance of any and all such additional or revised Terms.

1.3 These Terms are issued by Samsung Electronics (UK) Limited, a company incorporated in England and Wales with company number 03086621 and whose registered office is at Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS. The Services may be provided in partnership with Samsung Electronics (UK) Limited's authorised service providers and all references to "the Company" in these Terms shall include Samsung Electronics (UK) Limited as well as any such authorised service providers. Any reference to "us" or "our" is a reference to the Company. All references to "advisor" or "advisors" relate to the Company's technical staff providing the Services.

1.4 The Services are based in the United Kingdom and Northern Ireland.

1.5 Any rights not expressly granted in these Terms are reserved.

1.6 The Services may not be used in connection with any other commercial purpose except those that are specifically approved by the

Company. Appropriate legal action may be taken by the Company for any illegal or unauthorised use of the Services.

2. PRIVACY

2.1 The Company's use of your personal information (if any) is governed by its Privacy Policy available for review at <http://www.samsung.com/uk/info/privacy/> (the "Privacy Policy"). PLEASE READ THE PRIVACY POLICY CAREFULLY AND IF YOU DO NOT AGREE WITH THE PRIVACY POLICY YOU SHOULD NOT USE THESE SERVICES. The Privacy Policy deals with your rights and our obligations in relation to any personal data provided to the Company in connection with the provision to you of the Services, including what the Company can do with it and to whom the Company may give it in certain situations.

2.2 As described above, the Services primarily consist of the Company remotely assisting, analysing and troubleshooting your Samsung Product when your Samsung Product experiences a technical problem. As a result, once connected, the Company technician will be able to view what is on your screen. In addition, in order to understand the technical issues of the Samsung Product and help you resolve such issues through the Services, the Company may collect certain information during the course of the Services related to your use of your Samsung Product, including but not limited to, device information, applications and software you may have installed on your Samsung Product, MAC address, device unique identifier, IP address and any other network information. Furthermore, once you have signed up for the Services, when your Samsung Product has to re-boot due to a technical error, a crash log-file containing information related to such error, including without limitation, the name of the program that has stopped working, the date and time the program stopped working, the version of the program, the firmware and any other software operation history will be sent to the Services' server operated by the Company and stored in order to keep a record of recurring technical problems, implement improvements efficiently and help to create new solutions in the future. To the extent that this information is considered personal data, under applicable laws, it will be used pursuant to the terms of the Privacy Policy referenced above.

3. THE SERVICES

3.1 The Services are offered primarily in respect of Samsung Products by our online support advisors ("Advisor(s)").

3.2 You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement for the provision of the Services formed by these Terms. You agree that you are the primary account holder or owner of the Samsung Product and are authorised to make decisions on the servicing of the Samsung Product. You agree to be financially responsible for

all of your use of the Services, where charges for the Services may be applicable. In order for the Company to effectively render the Services hereunder you need to have an active Internet connection.

3.3 The Services will be provided free of charge. However, where the relevant Samsung Products are out of warranty, the Services may potentially not be offered free of charge. In this case, the Advisor will make any applicable charges and the mechanism for the calculation and payment of such charges clearly known to you, and obtain your approval prior to providing any Services.

3.4 The Services are made available for your personal, non-commercial use only. Use of the Services to sell a product or service, such as troubleshooting services, is expressly forbidden.

3.5 You agree that, in the course of providing the Services, the Company (through its Advisor), may temporarily take over control of your Samsung Product, via remote control of your keyboard and / or any other device(s). You also agree that the Advisor may, if necessary or appropriate for him/her to do so, check your Samsung Product's specifications, including memory capacity, system setting information, etc.

3.6 You agree that, during the provision of the Services to you by the Company, the Company may record, via screen capture, video recording or other means, all activities of the remote support session and its Advisors in its provision to you of the Services. In addition, the Company may install firmware developed by Samsung in order to solve technical problems, and such installation may delete the personal settings which you have selected on the Samsung Product.

3.7 You further agree that, when your Samsung Product has to re-boot due to a technical error, a crash log-file containing that may contain some elements of the information described in Section 2 (Privacy) above, will be sent to the Services' servers.

3.8 The Advisor may recommend to you, in the course of providing technical advice, third party software that will help remedy your technical problem. In such cases you agree to undertake to abide by the terms and conditions, copyright and licensing terms governing the use of the third party software as set out by the software provider or its distributor. The Company shall not be responsible whatsoever for the fitness, performance, and functionality of any third party software.

3.9 The Company may accept instructions in connection with the Services from someone who is authorised to act on your behalf, where you have informed the Company of this beforehand. In such circumstances, you agree that the Company may provide the Services to any such individual on your behalf and that you will be responsible for all use and any resulting consequences of their use of the Services, whether or not the conducted service was authorised by you.

4. LIMITATION OF THE SERVICES

4.1 The Company will use reasonable efforts to diagnose your technical problem and provide you with technical assistance for your Samsung Products, including where such Samsung Products are used in conjunction with third party products and services. There is no guarantee that the Company will be able to solve the reported issue through the Services and some issues may not be resolvable during one or more phone calls or remote connection sessions. If a physical assessment or repair of the product is required, our Advisor will suggest that such product is referred for repair to one of the Company's authorised service centres and refer you to an appropriately located authorised service centre. Alternatively, if the Advisor considers that any issue or fault lies with a third party product or service, the Advisor will suggest that you contact the manufacturer or provider of that other product or service.

4.2 The Company may suspend the Services where necessary for operational reasons such as repairs, maintenance or improvements or because of an emergency. In such an event, the Company will endeavour to restore the Services as soon as reasonably possible.

4.3 The Company may, for operational or other reasons, change any of the support line numbers or the specification of the Services. Any such changes will not materially affect the Services you receive from us.

4.4 Whilst we make every effort to help protect our customers from computer viruses and security exploits, the Company does not accept any liability for problems caused by either. The Advisor may provide, where possible, information on how to obtain basic help should either affect our customers; however, problems relating to security exploits are excluded from the Services.

5. DISCLAIMER AND LIABILITY

5.1 The Company does not guarantee, represent or warrant that your use of the Services will be uninterrupted or error-free. While the Company endeavours to ensure that the Services are normally available during regular business hours, the Company shall not be liable if for any reason the Services are unavailable at any time or for any period. Access to the Services may be suspended without notice at the Company's sole discretion due to any reason or no reason, including system failures and the carrying out of maintenance.

5.2 You expressly agree that your use of, or inability to use, the Services is at your sole risk. To the maximum extent permitted by law, the Company excludes all representations, conditions and other terms and expressly disclaims any warranty of any kind, either express or implied, including all implied warranties of satisfactory quality, fitness for a particular purpose, suitability, reliability, timeliness, accuracy, completeness, security, title and

non-infringement which, but for these Terms, might have effect in relation to the Services.

5.3 In no event shall the Company, or any other party (whether or not involved in building, managing or delivering the Services), and any of the Company's group companies, its directors, officers, employees, affiliates, agents, contractors or licensors be liable to you or any third party for any indirect, incidental, punitive, special or consequential loss or damages including without limitation any loss of use, profits or data arising from your use of the Services or for any other claim related in any way to your use of the Services or your use of or inability to use information or assistance given as part of the Services including but not limited to any errors or omissions in any content or any loss or damage of any kind incurred as a result of the use of, or inability to use, any content, transmitted or otherwise made available during the Services, whether online or offline, the deletion of your data, information or content stored on your Samsung Products, even if advised of their possibility whether such losses or damages arise in contract, negligence, tort or otherwise.

5.4 The Company does not represent or guarantee that the Services will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion, and the Company disclaims any liability relating thereto. You shall be responsible for backing up your own system and if your use of the Services results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

5.5 The information, documents, software and other materials contained on the Service are provided "as is". We try and ensure that such materials are accurate and up to date, but we cannot be held responsible for any errors, faults or inaccuracies. Our liability to you as explained above remains unaffected by this. THE COMPANY'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNTS PAID TO THE COMPANY BY YOU FOR THE SERVICES OR, IN THE EVENT THAT COMPANY HAS MADE THE SERVICES AVAILABLE TO YOU WITHOUT CHARGE, COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO £20. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. Nothing in these Terms shall affect your statutory rights as a consumer.

5.6 Nothing in these Terms shall act to exclude or limit the Company's liability for death or personal injury caused by negligence, fraud,

misrepresentation as to a fundamental matter or any other liability which may not by applicable law be excluded or limited.

5.7 The Company shall not be liable for any failure to perform its obligations if the Company is prevented from doing so by an event beyond the Company's reasonable control (which may include, without limitation: strikes; labour disputes; acts of God; war; riots; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; equipment or services failure, including the unavailability of third party telecommunications services, lines, or other equipment; fire; flood or storm).

5.8 You may make a complaint about the Services, should you wish to do so, by contacting Samsung Customer Service on 0330 726 7864 and/or, depending on the issue, submitting your complaint on the form that may be provided to you.

5.9 The Company reserves the right, in its sole discretion, to change, improve and correct the Services. The Services may not be available during maintenance breaks and other times. The Company may also decide to discontinue the Services or any part thereof in its sole discretion. In such case, you will be provided with prior notification.

6. INDEMNITY

By using the Services, you agree to indemnify and hold the Company and any of the Company's group companies, their respective directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of these Terms, your misuse of the Services, any action taken by the Company as part of its investigation of a suspected breach of these Terms or as a result of its finding or decision that a breach of these Terms has occurred. The Company reserves the right, at its own expense, to assume the exclusive defence and control of any claim which is subject to indemnification by you under these Terms, in which event you will (from that time onwards) have no further obligation to provide indemnification for that claim.

7. GENERAL

7.1 These Terms and any dispute or claim arising out of or in connection with these Terms and all other aspects of the Services will be construed in all respects in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales

7.2 The Company may delay or waive enforcing its rights under these Terms without losing them and any such delay or waiver will not relieve you from complying with any of your obligations under these Terms.

7.3 You agree that the Company may sub-contract the performance of any of its obligations under these Terms or otherwise transfer this agreement or any of its rights or obligations without giving you notice.

7.5 If any part of these Terms is determined to be legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall remain in full force and effect.