

Terms and Conditions for Samsung B2B Partner Portal

Accessing this Samsung B2B Partner Portal means you agree to the Terms and Conditions below.

1. Terms of Use

- 1.1 The terms and conditions set out below (the “Terms”) issued by Samsung Gulf Electronics Ltd. (“Samsung”) govern your use of the Samsung B2B Partner Portal (the “Site”) and constitute a legally binding agreement between Samsung and you, including your employer, who is the company or legal entity whose details you provided as being your employer who also is bound by these Terms (“Employer”) (individually, a “Party,” and collectively, the “Parties”). You shall not use this Site for any purpose other than the purpose as permitted by Samsung pursuant to these Terms and in the course of performing your duty. You should discontinue using the Site if you are no longer employed by Employer or your use of this Site becomes unnecessary due to change of your role or for any other reason. Your Employer shall be held liable for the breach of the Terms by its employee.
- 1.2 Employer should designate and authorize at least one of its employees as an administrator (“Admin”) who represent and manage Employer account in the Site. In case you are an Admin, by submitting a Samsung B2B Partner Portal application form, you warrant and represent that you are duly authorized to serve as an Admin and therefore to access additional information including but not limited to sales and/or incentive data of Employer. An Admin shall monitor and participate in various incentive opportunities and have administrative obligations to manage activities of users of Employer (“User”). An Admin also carries the obligation which other Users are responsible for unless otherwise expressly exempted by Samsung. Should there be any changes to the Admin; Employer agrees to notify Samsung of such change with information on the new Admin in writing promptly. User must inform an Admin for any changes to User’s account details and an Admin should use best effort to monitor if Users comply with their obligations set forth in Section 1.1 and to keep User data most current as possible.
- 1.3 Subject to Section 1.4, by clicking to accept or agree to these Terms via the Site, you agree that:
 - (a) you have the necessary authority to bind Employer to these Terms; and
 - (b) Employer has acknowledged these Terms and your acceptance of them.

- 1.4 Any purported acceptance of these Terms by any of the following persons will not be valid, and such persons may not use the Site for the Service:
 - (a) any person who is not of legal age to form a binding contract with Samsung; or
 - (b) any person who is barred from receiving the Service, in each case, under the laws of any country
- 1.5 If you do not agree with any of the listed conditions, do not access or otherwise use the Site or any information contained on the Site.
- 1.6 Samsung may change the Terms at any time at its sole discretion. You can review the most current version of the Terms by clicking on the Site's "Terms & Conditions" link or at www.samsung.com/ae . If you continue to use this Site after changes are made to the Terms, you are signifying your and Employer's acceptance of the new terms. You should discontinue using the Site if you and/or Employer do not agree to the new terms. You and Employer are responsible for checking these Terms periodically for any changes.
- 1.7 Samsung may provide products (such as hardware or software), services (such as hardware maintenance or repair or software maintenance, installation, or training) or access to the Site under the terms of a separate agreement between you and Employer, and Samsung (each, an "Other Agreement"). Samsung's obligations with respect to any product, service, or access that it makes available to you and Employer under any Other Agreement shall be governed solely by the Other Agreement under which such product or service is provided and these Terms shall not be deemed or construed to alter the terms of such Other Agreements.

2. Registration

- 2.1 Admin and Employer should register on this Site for Employer to be eligible to use the Site. If you just want to browse this Site, registration is optional, but you can only use limited functions.
- 2.2 During registration, you will be required to provide certain registration details or other information, including contact information and your Employer's information (including total annual revenue), and additionally an email address to be used as a Site user ID and password. Samsung reserves the right to reject or remove any user ID.
 - (a) Certain areas of the Site are password restricted to authorized users ("**Restricted Areas**"). If you are an authorized user of the Restricted Areas, you agree that you are entirely responsible for the confidentiality of your password and account information, and agree to notify Samsung immediately if your password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised.
 - (b) You agree that you and Employer are entirely responsible for any and all activities which occur under your account. You and Employer agree to immediately notify Samsung of any unauthorized use of your and/or Employer's account or any other breach of security in relation thereof known to you.

- 2.3 You confirm that the information you have provided in the Site is truthful, accurate and up to date.
- 2.4 You must logout from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Samsung has the absolute right to disable any user name or password, at any time, for any reason, including, if in Samsung's sole discretion Samsung believes that you have failed to comply with any provision of these Terms.
- 2.5 You acknowledge that if you provide a third party with access to your account information or otherwise enable or permit such access (by positive act, omission or by negligence, including, but not limited to, creating weak or easily discovered password) through no fault of Samsung (collectively referred to as non-User Access), the third party with such non-User Access may be able to remotely track or locate your location, and may be able to access information (including, but not limited to, personal and financial information) stored on or accessed using your device or lock out or wipe your device. You agree that in any such event Samsung shall not be liable for any consequences or damages based on such non-User Access.
- 2.6 You acknowledge that third party software, kernel, or service which you install or permit to be installed or used (whether knowingly or unknowingly) on your device which have not been approved by Samsung may be able to access your account information and you agree that Samsung is not liable to you and Employer, and releases Samsung from any liability for such access or use.
- 2.7 You agree to receive information on the Site by various means including but not limited to emails or phone calls. Samsung may also contact you and/or Employer to provide various marketing information including but not limited to Samsung promotions, offers, and news related to the Site. You may choose to opt out from the marketing communications by selecting the option within such emails or by submitting a request to our contact person sfdc.help@samsung.com . By registering into the Site, you and Employer acknowledge and authorize that Samsung may use your and Employer's information and that any and all information may be used by Samsung and transferred between Samsung servers and/or to any third party agencies for such marketing activities. This clause shall take precedence should any subscription conflicts occur.

3. Privacy Policy

- 3.1 Your use of this Site signifies your and Employer's continuing consent to the Samsung Privacy Policy, which is available any time on the "Privacy" link on the Site or at www.samsung.com/ae .
- 3.2 Personal information that you provide to Samsung, and any information about your use of the Site that Samsung obtains will be subject to Privacy Policy on this Site.

4. Use of Samsung Materials

- 4.1 All information, documents, products and services, trademarks, logos, graphics, drivers, technical manuals and images ("**Samsung Materials**") provided on the Site are copyrighted or trademarked and are the property of Samsung and/or its related bodies corporate. Any unauthorized use of any material contained on the Site may violate relevant laws and regulations including without limitation copyright, trademark, patent, trade secret, other intellectual property rights, privacy rights, any legal or moral rights of any third party, or communications laws.
- 4.2 This Site and its contents are for your and Employer's own non-commercial use only. No other use of the information is permitted. Any copy of Samsung Materials you or Employer make should contain all notices including but not limited to copyrights which were in the original Samsung Materials. Unless noted otherwise, nothing mentioned herein should be construed to grant you and/or Employer any license or rights on trademark or copyrights of Samsung or any third party.
- 4.3 Unless authorized in writing by Samsung, you and Employer agree not to:
- (a) reproduce, re-distribute, sell, publish, reprint, broadcast, circulate or otherwise disclose the Samsung Materials to anyone, including others in your company or organization;
 - (b) post content from the Site to third party websites; or
 - (c) modify, edit, alter or enhance any of the Samsung Materials without any prior written approval from Samsung

- 4.4 This limited license terminates automatically, without notice to you and/or Employer, if you and/or Employer breach any of these Terms or upon termination of these Terms by Samsung pursuant to Section 14. Upon termination of these Terms you and/or Employer agree to immediately return or destroy any printed or downloaded Samsung Materials.
- 4.5 You and Employer agree not to "frame" or "mirror" any parts of the Site or third-party content contained on the Site on any other server or internet based device without the advanced written permission of Samsung or its licensors, respectively. The Site may be linked to other sites, content and resources on the internet which are not under the control of or maintained by Samsung which are provided by third parties ("Third Party Content"). You and Employer acknowledge and agree that Samsung is not responsible for the availability of any Third Party Content, and does not endorse any advertising, products or other materials on or available via Third Party Content. If you use these links, you will leave the Site. Access to any other Internet site linked to this Site is at your own risk and Samsung is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites. Samsung is not responsible for examining, and Samsung does not warrant the offerings of, any of these businesses or individuals or the content of their websites. When leaving the Site, you should carefully review the applicable terms and policies, including privacy and data gathering practices, of that third-party website. You and Employer acknowledge that Samsung is providing these links to you only as a convenience. You and Employer further agree that Samsung is not responsible or liable for the content of such sites.
- 4.6 Samsung respects the intellectual property rights of others. If you believe that any of Samsung Materials available on this Site infringes your copyrights or any third party intellectual property rights, including any trade secret or obligation of confidentiality, please provide us with written notice of possible infringement with relevant evidences sfdc.help@samsung.com .

5. Disclaimers

- 5.1 You and Employer acknowledge that the Site may include inaccuracies or typographical errors which may affect the quality of the Samsung Materials and third-party content. Therefore, you and Employer may not rely on any Samsung Materials provided on the Site unless otherwise notified in writing by Samsung.
- 5.2 The Site (including access to the Site) and the Samsung Materials are provided by Samsung on an "as is" basis. Samsung expressly disclaims any and all warranties of any kind, whether express or implied with respect to or in relation to the Site and the Samsung Material, including without limitation, any implied or statutory warranties of merchantability, fitness for a particular use or purpose, title, access availability and non-infringement of intellectual property rights.
- 5.3 You and Employer acknowledge that to the extent otherwise stated by Samsung, any third-party content on the Site has not been verified or authenticated in whole or in part by Samsung and that Samsung does not warrant the accuracy, completeness or timeliness of the Samsung Materials or the third-party content.

6. Submissions and Your Materials

6.1 Samsung is pleased to hear from its users and welcomes your comments regarding the Site, and may from time to time request certain feedback or material from you.

6.2 Your Materials

- (a) From time to time you may upload or provide any content, feedback, text, data (including submissions and other material or information) to or via the Site (“**Your Materials**”). By submitting, uploading or providing Your Materials to Samsung via the Site, you and Employer represent and warrant that:
 - (i) you own all rights in Your Materials and Your Materials are accurate and up to date, and you and/or your Employer have obtained all necessary rights and complied with all necessary procedures (including without limitation in relation to intellectual property rights and any authorizations, consents or notifications required under any applicable privacy laws) in order to:
 - (A) upload Your Materials to the Site or otherwise provide Your Materials to Samsung via the Site;
 - (B) grant Samsung the license to use Your Materials under Section 6.2(b); and
 - (ii) the use of Your Materials by Samsung, its related bodies corporate and their personnel will not violate or infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party. If you and/or Employer learn any of Your Materials possibly infringe any third party rights, you shall notify Samsung immediately;
 - (iii) you have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of Your Materials;
 - (iv) you agree to waive any “moral rights” that you may have in Your Material; and
 - (v) Your Materials does not contain any viruses, Trojan horses, worms, spyware, adware, or other potentially damaging programs of files.
- (b) By uploading Your Materials to the Site, you and Employer grant to Samsung, its related bodies corporate and their personnel an irrevocable, non-exclusive, worldwide, royalty free, fully-paid, transferable, perpetual, sub-licensable license to use, distribute, modify, adapt, reproduce, communicate, translate, perform, and display Your Materials, in whole or in part, in any format to the extent required by Samsung and/or its related bodies corporate in connection with their business.
- (c) You and Employer agree that Samsung is not liable for content that is provided by others. Samsung has no obligation to screen content that is supplied or posted by its users, but Samsung has the right to refuse to post or to edit

submitted content. Samsung, at its sole discretion, reserves the right to remove any content for any reason at any time.

7. Confidential Information

7.1 Confidentiality

- (a) All information pertaining to these Terms issued with reference hereto shall be kept confidential by you and Employer [in perpetuity, or in the event the rule against perpetuities is deemed to apply, for a period of [three (3)] years.] Additionally, you and Employer agree to maintain in trust and protect the confidentiality of all of Samsung's business, financial, contractual, marketing and/or technical information, in whatever form embodied, including but not limited to physical products or prototypes, which comes into your and/or Employer's possession or is observed by you during the course of using this Site pursuant to these Terms, which is of a confidential or proprietary nature or which you and/or Employer have reason to believe should be treated as such ("Confidential Information"). The Confidential Information shall also include without limitation, information relating to Samsung's product plans, designs, costs, prices and names, finances, business opportunities, development, know-how, financial data, processes, trade secrets, policies and procedures, business plans, marketing plans or analyses, pricing, customer data and surveys, all information furnished by Samsung pursuant to these Terms, the existence and the terms and conditions of these Terms, and all deliverables, information, documents and materials developed in connection with the performance of your and/or Employer's obligations pursuant to these Terms, which shall include without limitation any copyrightable and/or patentable works in whatever form such information is embodied (including, but not limited to, oral, visual, written or machine readable form).
- (b) You and Employer shall:
 - (i) protect, safeguard and maintain the confidentiality of the Confidential Information; not disclose, or allow to be disclosed, the Confidential Information to any other party except as, and to the extent, necessary for furtherance of these Terms and the purposes hereunder in the manner prescribed herein;
 - (ii) not use, disclose, reproduce or dispose of the Confidential Information for any purpose other than to perform your and/or Employer's obligations pursuant to these Terms for Samsung, holding and maintaining the Confidential Information in the strictest of confidence and trust for the sole and exclusive benefit of Samsung;
 - (iii) use the Samsung's Confidential Information only for the purpose of fulfilling your and/or Employer's obligations as contemplated under these Terms;
 - (iv) not disclose to any parties except Employer's employees and contractors who need to know it for the purposes set forth in these Terms; provided that (1) such employees, subsidiaries, affiliates, and contractors may only

use the Confidential Information to the same extent as you and/or Employer; and (2) you and Employer warrant that these companies and people will abide and be bound by the Terms;

- (v) take all necessary precautions to restrict access to the Confidential Information, in each instance using at least the same degree of care as Employer accord to Employer's own confidential information, but in no case less than the degree of care otherwise prescribed herein; and
 - (vi) return all Confidential Information to Samsung upon expiry or termination of these Terms.
- (c) You and Employer acknowledge and agree that unauthorized disclosure, use or misappropriation of the Confidential Information in violation of these Terms would cause Samsung irreparable harm for which there may be no adequate remedy at law. Accordingly, and notwithstanding anything to the contrary, you and Employer agree that Samsung shall be entitled to obtain injunctive relief and specific performance, in addition, and without prejudice, to such other remedies which may be available to it at law or in equity, including termination of these Terms, as it deems appropriate.
- (d) Furthermore, you and Employer agree to indemnify Samsung against any and all losses, damages, claims and expenses, including without limitation reasonable attorneys' and witness' fees, incurred or suffered by Samsung as a result of your and/or Employer's disclosure of, or failure to protect and maintain the confidentiality of the Confidential Information.
- (e) You and Employer covenant and warrant that you and Employer shall not disclose to Samsung any confidential information or trade secrets of any third party and shall not convey any information in violation of any confidentiality agreement with such party. Samsung shall be free to use all information disclosed by you and/or Employer without liability of any kind. You and Employer shall be liable for any failure of such persons to whom you and/or Employer provide access to any Confidential Information to abide by the provisions of these Terms as if such failure was the act or omission of you and/or Employer.
- (f) You and Employer further covenant that you and/or Employer shall (1) advise each of the persons to whom you and/or Employer provide access to any Confidential Information that such persons are strictly prohibited from making any use, benefit, publication, disclosure, or permitting others to use for their benefit or to the detriment of Samsung, any of the Confidential Information; and (2) require each such person to execute appropriate agreements, including but not limited to confidentiality and non-disclosure agreements to ensure that your and/or Employer's obligations to Samsung hereunder will be satisfied.
- (g) If you and/or Employer are required by law to disclose Confidential Information in response to a valid order by a court or governmental body, you and/or Employer shall provide prompt prior written notice thereof to Samsung and assist Samsung in seeking measures to maintain the confidentiality of the

Confidential Information, including assisting in obtaining an order protecting the Confidential Information from public disclosure or such other measures as Samsung determines is prudent and/or necessary to maintain the confidentiality of, or minimize disclosure of, such Confidential Information.

- (h) Your and Employer's confidentiality obligation shall continue in full force and effect subsequent to the expiration and/or termination of these Terms and shall survive the early termination, cancellation, repudiation or rescission of the Terms and any work order or other similar agreements issued hereunder.

7.2 Exceptions

The obligation of confidentiality and restriction against disclosure shall not apply to Confidential Information which you and/or Employer can show by written records:

- (a) was in the public domain at the time of disclosure thereof to Employer;
- (b) entered the public domain through no act or omission of Employer; and
- (c) was known to Employer free of any obligation of confidentiality at the time of disclosure.

8. Indemnification

You and Employer agree to indemnify, defend, and hold harmless Samsung and Samsung Electronics Co. Ltd. ("**Samsung Indemnified Parties**") from and against any and all claims, liabilities, damages, losses, penalties, costs, expenses, or fees (including reasonable attorneys' fees) that such Samsung Indemnified Parties may incur as a result of, in connection with or arising from your and/or Employer's (or anyone using your account) violation of these Terms. Samsung reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and Employer and, in such case, you and Employer agree to cooperate with Samsung's defense of such claim. Notwithstanding the foregoing, this clause shall survive the expiration or termination of the Terms regardless of the reason therefor.

9. Choice of Law

Your access to this Site is governed by [the laws of the United Arab Emirates "UAE" excluding conflict of law's provisions which may direct the application of another jurisdiction's laws. All information provided on the Site is subject to laws of United Arab Emirates and/or other export laws, regulations and rules.

10. Binding Arbitration

All disputes, controversies or claims arising out of or in connection with these Terms (including its existence, validity or termination) shall be finally resolved by arbitration to be held in Dubai-UAE, and conducted in the English language under the Rules of Arbitration of the International Chamber of Commerce; provided, however, that each Party may enforce its or its affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief. The arbitral award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement

may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

11. Severability and Integration

These Terms and any supplemental terms, policies, rules and guidelines posted on this Site constitute the entire agreement between you, Employer and Samsung and supersede all previous written or oral agreements. If any part of the Terms is held invalid or unenforceable, that provision shall be enforced to the maximum extent possible in accordance with applicable law to reflect the original intentions of the Parties, and the remaining portions shall remain in full force and effect.

12. Cookies

A cookie is a small piece of data that a website sends to your browser when you visit. A cookie within the Site is used to track and redirect you to the local page of the Site you have last visited, and to improve your user experience within the Site by showing the user ID you entered during the last log-in. Samsung does not share this information with any third party nor use this information to collect data about each user.

13. Limitation of liability

To the extent permitted by law, Samsung excludes all liability (whether under statute, in contract, tort or otherwise), arising out of or in connection with any losses sustained by you and/or Employer in connection with these Terms (including without limitation, your and/or Employer's use of the Site). Such excluded losses include without limitation, consequential loss (being loss of profits, loss of savings, loss of revenue, loss of opportunity or any other loss that does not arise naturally and does not arise according to the usual course of things, from the relevant breach or acts or omissions) in connection with the performance of your and/or Employer's obligations under this agreement (whether under statute, in contract or in tort, including for negligence, or otherwise). Nothing in these Terms shall limit Samsung's liability for fraud, or for personal injury or death caused by Samsung's negligence.

14. Termination

- 14.1 Except for the Other Agreements, Samsung may terminate these Terms and your and/or Employer's right to access the Site at its sole and exclusive discretion by providing written notice to you and/or Employer at any time. Further, Samsung may, for any commercially reasonable grounds, suspend or disable your access to your account for the Site, in which case you may be prevented from accessing the Site, your account details and any files or other content contained in your account. Samsung will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period.
- 14.2 If you and/or Employer breach these Terms, Samsung reserves the right to immediately terminate these Terms and your and/or Employer's access to the Site at its sole and exclusive discretion, in which case Samsung will notify you and/or Employer of such termination as soon as practicable.

- 14.3 Samsung may, without prior notice to you, designate an account with no log in record for a period of one (1) year as a dormant account or to terminate accounts that are inactive for an extended period of time.

15. Trademarks

The trademarks, logos and service marks displayed on this Site ("Marks") are the property of Samsung or other third parties. Except as otherwise provided herein, you and Employer (or anyone using your account) shall not use these Marks without the prior written consent of Samsung or such third party which may own the Marks.

16. General

- 16.1 You and Employer agree that Samsung or third parties may make improvements and/or changes in the Samsung Materials and the Site, if any, at any time without notice.
- 16.2 Any failure or delay of Samsung in enforcing any part of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Samsung in writing. Your and/or Employer's use of the Site may be subject to any additional disclaimers and caveats that may appear throughout the Site.
- 16.3 Each Party is acting in the capacity of independent contractor. These Terms do not constitute any partnership, trust, agency, joint venture or employment relationship between the Parties. Neither Party has the authority to act, contract or to incur any obligation or responsibility on behalf of the other Party except as provided in these Terms or by virtue of a properly executed power of attorney.
- 16.4 Each company within the Samsung corporate group is an independent legal entity. No company within the Samsung corporate group is legally liable for another unless specifically agreed to in writing to assume such liabilities. This Site does not establish any relationship between any of the companies' such that you and/or Employer can assume that they can be sued jointly or severally on behalf of another.
- 16.5 You and Employer acknowledge and agree that any translation of the English language version of the Terms provided by Samsung to you and Employer is provided for convenience only, and that the [English] language version of the Terms will take precedence over the translation in the event of any contradiction between them.
- 16.6 You and Employer may not transfer, assign, convey (whether by contract or operation of law), charge or otherwise dispose of the Terms which is personal to you and Employer, or any of your and/or Employer's rights or obligations arising under it, without Samsung's prior written consent. Any transfer in violation of the Terms shall be of no power or effect.
- 16.7 Notwithstanding anything to the contrary in the foregoing, Sections 4, 5, 6, 7, 8, 9, 10, 11, 13 and 15 shall survive any termination or expiry of your use of the Site.