

SAMSUNG

Health & Safety and Warranty Guide

Gear 360

**READ THIS INFORMATION BEFORE
USING YOUR MOBILE DEVICE.**

Samsung Limited Warranty -

This product is covered under the applicable Samsung Limited Warranty **INCLUDING ITS DISPUTE RESOLUTION PROCEDURE** and **your right to opt out of arbitration within 30 calendar days of the first consumer purchase.** You may opt out by either sending an email to ***optout@sea.samsung.com*** with the subject line **"Arbitration Opt Out"** or by calling **1-800-SAMSUNG (726-7864).** For more detailed procedures, please refer to the "Dispute Resolution Procedures and Arbitration Opt-Out" section of the Limited Warranty.

WARNING! This product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, please call 1-800-SAMSUNG (726-7864).

Intellectual Property

All Intellectual Property, as defined below, owned by or which is otherwise the property of Samsung or its respective suppliers relating to the SAMSUNG mobile device, including but not limited to, accessories, parts, or software relating thereto (the "mobile device"), is proprietary to Samsung and protected under federal laws, state laws, and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship.

You may not infringe or otherwise violate the rights secured by the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from the software. No title to or ownership in the Intellectual Property is transferred to you. All applicable rights of the Intellectual Property shall remain with SAMSUNG and its suppliers.

Disclaimer of Warranties; Exclusion of Liability

EXCEPT AS SET FORTH IN THE EXPRESS WARRANTY CONTAINED ON THE WARRANTY PAGE ENCLOSED WITH THE PRODUCT, THE PURCHASER TAKES THE PRODUCT "AS IS", AND SAMSUNG MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE PRODUCT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE; THE DESIGN, CONDITION OR QUALITY OF THE PRODUCT; THE PERFORMANCE OF THE PRODUCT; THE WORKMANSHIP OF THE PRODUCT OR THE COMPONENTS CONTAINED THEREIN; OR

COMPLIANCE OF THE PRODUCT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO. NOTHING CONTAINED IN THE INSTRUCTION MANUAL SHALL BE CONSTRUED TO CREATE AN EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT. IN ADDITION, SAMSUNG SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM THE BREACH OF THE EXPRESS WARRANTY, INCLUDING INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF ANTICIPATED PROFITS OR BENEFITS.

Modification of Software

SAMSUNG IS NOT LIABLE FOR PERFORMANCE ISSUES OR INCOMPATIBILITIES CAUSED BY YOUR EDITING OF REGISTRY SETTINGS, OR YOUR MODIFICATION OF OPERATING SYSTEM SOFTWARE.

USING CUSTOM OPERATING SYSTEM SOFTWARE MAY CAUSE YOUR DEVICE AND APPLICATIONS TO WORK IMPROPERLY. YOUR CARRIER MAY NOT PERMIT USERS TO DOWNLOAD CERTAIN SOFTWARE, SUCH AS CUSTOM OS.

Open Source Software

Some software components of this product incorporate source code covered under GNU General Public License (GPL), GNU Lesser General Public License (LGPL), OpenSSL License, BSD License and other open source licenses. To obtain the source code covered under the open source licenses, please visit *opensource.samsung.com*.

Samsung Electronics America (SEA), Inc

Address:

85 Challenger Road
Ridgefield Park,
New Jersey 07660

Phone:

1-800-SAMSUNG (726-7864)

Internet address:

www.samsung.com

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Electronics Co., Ltd.

Do you have questions about your Samsung Mobile Device? For 24 hour information and assistance, we offer a new FAQ/ARS System (Automated Response System) at www.samsung.com/us/support.

Section 1: Health and Safety

This section outlines the safety precautions associated with using your device. The term “device” are used in this section to refer to your Samsung Gear 360. **Read this information before using your device.**



Use manufacturer-approved batteries, chargers, accessories, and supplies.

Specific Absorption Rate (SAR) certification information

Your wireless mobile device is a radio transmitter and receiver. It is designed and manufactured not to exceed the exposure limits for Radio Frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government.

These FCC RF exposure limits are derived from the recommendations of two expert organizations: the National Council on Radiation Protection and Measurement (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). In both cases, the recommendations were developed by scientific and engineering experts drawn from industry, government, and academia after extensive reviews of the scientific literature related to the biological effects of RF energy.

The RF exposure limit set by the FCC for wireless mobile devices employs a unit of measurement known as the Specific Absorption Rate (SAR). The SAR is a measure of the rate of absorption of RF energy by the human body expressed in units of watts per kilogram (W/kg). The FCC requires wireless devices to comply with a safety limit of 1.6 watts per kilogram (1.6 W/kg).

The FCC SAR limit incorporates a substantial margin of safety to give additional protection to the public and to account for any variations in measurements. SAR tests are conducted using standard operating positions accepted by the FCC with the mobile device transmitting at its highest certified power level in all tested frequency bands.

Although the SAR is determined at the highest certified power level, the actual SAR level of the mobile device while operating can be well below the maximum reported value. This is because the mobile device is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output of the mobile device.

Before a new model device is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the SAR limit established by the FCC.

Tests for each model mobile device are performed in positions and locations (e.g. near the body) as required by the FCC. For typical operations, this mobile device has been tested and meets FCC SAR guidelines.

Use of other accessories may not ensure compliance with FCC RF exposure guidelines. The FCC has granted an Equipment Authorization for this mobile device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.

The FCC has granted an Equipment Authorization for this model device based on the compliance of all reported SAR levels with the FCC RF exposure guidelines. This device has a FCC ID number: A3LSMR210 [Model Number: SM-R210] and the specific SAR levels for this device can be found at the following FCC website: www.fcc.gov/oet/ea/.

The SAR information for this device can also be found on Samsung's website: www.samsung.com/sar.

SAR information on this and other model mobile devices can be accessed online on the FCC's website through *transition.fcc.gov/oet/rfsafety/sar.html*. To find information that pertains to a particular model mobile device, this site uses the mobile device FCC ID number, which is usually printed somewhere on the case of the mobile device.

FCC Part 15 Information to User

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes or modifications not expressly approved by Samsung could void your authority to operate the device.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.



This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Recycling Direct

Dispose of your mobile device and batteries in accordance with local regulations. In some areas, the disposal of these items in household or business trash may be prohibited. Help us protect the environment - recycle!

Never dispose of batteries in a fire because they may explode.

To find the nearest recycling location, go to any of the following:

www.samsung.com/recyclingdirect
or call, 1-877-278-0799.

For battery recycling,
go to *call2recycle.org*
or call **1-800-822-8837**.



Battery Use and Safety

The battery in your device is not intended to be replaced by the consumer. If you believe the battery is damaged or needs to be replaced, take the device to a service center for inspection and replacement.

- **Do not let the device or battery come in contact with liquids.**

Liquids can get into the device's circuits, leading to corrosion. Even when the device appears to be dry and appears to operate normally, the circuitry could slowly corrode and pose a safety hazard. If the device and/ or battery get wet, have them checked by your service provider or contact Samsung, even if they appear to be working properly.

- **Do not place your battery in or near a heat source.** Excessive heating can damage the device or the battery and could cause the device or the battery to explode. Do not dry a wet or damp battery with an appliance or heat source such as a microwave oven, hair dryer, iron, or radiator. Avoid leaving your device in your car in high temperatures.
- **Do not dispose of the device or the battery in a fire.** The device or the battery may explode when overheated.

- **Avoid dropping the device.**
Dropping the device, especially on a hard surface, can potentially cause damage to the device. If you suspect damage to the device or battery, take it to a service center for inspection.
- **Never use any charger or battery that is damaged in any way.**

Important! Use only Samsung-approved batteries, and recharge your battery only with Samsung-approved chargers which are specifically designed for your device.

WARNING! Use of a non-Samsung-approved battery or charger may present a risk of fire, explosion, leakage, or other hazard. Samsung's warranty does not cover damage to the device caused by non-Samsung-approved batteries and/or chargers.

- **Do not use incompatible batteries and chargers.** Some websites and second-hand dealers not associated with reputable manufacturers and carriers, might be selling incompatible or even counterfeit batteries and chargers. Consumers should purchase manufacturer or carrier-recommended products and accessories. If unsure about whether a replacement battery or charger is compatible, contact the manufacturer of the battery or charger.

- **Misuse or use of incompatible batteries and charging devices could result in damage to the equipment and a possible risk of fire, explosion, or leakage, leading to serious injuries, damages to your device, or other serious hazard.**

Care and Maintenance

Your device is a product of superior design and craftsmanship and should be treated with care. The suggestions below will help you fulfill any warranty obligations and allow you to enjoy this product for many years:

Keep your Samsung Device away from:

Liquids of any kind

Keep the device dry. Precipitation, humidity, and liquids contain minerals that will corrode electronic circuits. If the device does get wet, do not accelerate drying with the use of an oven, microwave, or dryer, because this may damage the device and could cause a fire or explosion. Do not use the device with a wet hand. Doing so may cause an electric shock to you or damage to the device.

Extreme heat or cold

Avoid temperatures below 0°C / 32°F or above 45°C / 113°F. C. Using or storing the device outside of the recommended temperature ranges may damage the device or reduce the battery's lifespan.

Microwaves

Do not try to dry your device in a microwave oven. Doing so may cause a fire or explosion.

Dust and dirt

Do not expose your device to dust, dirt, or sand.

Cleaning solutions

Do not use harsh chemicals, cleaning solvents, or strong detergents to clean the device. Wipe it with a soft cloth slightly dampened in a mild soap-and-water solution.

Paint

Do not paint the device. Paint can clog the device's moving parts or ventilation openings and prevent proper operation.

Shock or vibration

Do not drop, knock, or shake the device. Rough handling can break internal circuit boards.

Bluetooth

Do not touch the Bluetooth antenna of a connected device.

- Samsung is not responsible for the loss, interception, or misuse of data sent or received via the Bluetooth feature.
- Always ensure that you share and receive data with devices that are trusted and properly secured.
- Some devices, especially those that are not tested or approved by the Bluetooth SIG, may not be compatible with your device.

Operating Environment

Remember to follow any special regulations in force in any area, and always switch your device off whenever it is forbidden to use it, or when it may cause interference or danger. When connecting the device or any accessory to another device, read its user's guide for detailed safety instructions. Do not connect incompatible products.

Using Your Device Near Other Electronic Devices

Most modern electronic equipment is shielded from Radio Frequency (RF) signals. However, certain electronic equipment may not be shielded against the RF signals from your wireless device. Consult the manufacturer to discuss alternatives.

Implantable Medical Devices

A minimum separation of six (6) inches should be maintained between a wireless device and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the device.

Persons who have such devices:
Should ALWAYS keep the device more than six (6) inches from their implantable medical device when the device is turned ON; Should not carry the device in a breast pocket; Should use the ear opposite the implantable medical device to minimize the potential for interference; Should turn the device OFF immediately if there is any reason to suspect that interference is taking place; Should read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your device with an implantable medical device, consult your health care provider.

For more information see: [*www.fcc.gov/oet/rfsafety/rf-faqs.html#*](http://www.fcc.gov/oet/rfsafety/rf-faqs.html#).

Other Medical Devices

If you use any other personal medical devices, consult the manufacturer of your device to determine if it is adequately shielded from external RF energy. Your physician may be able to assist you in obtaining this information. Switch your device off in health care facilities when any regulations posted in these areas instruct you to do so. Hospitals or health care facilities may be using equipment that could be sensitive to external RF energy.

Posted Facilities

Switch your device off in any facility where posted notices require you to do so.

Potentially Explosive Environments

Switch your device off when in any area with a potentially explosive atmosphere and obey all signs and instructions. Sparks in such areas could cause an explosion or fire resulting in bodily injury or even death. Users are advised to switch the device off while at a refueling point (service station).

Users are reminded of the need to observe restrictions on the use of radio equipment in fuel depots (fuel storage and distribution areas), chemical plants, or where blasting operations are in progress.

Areas with a potentially explosive atmosphere are often, but not always, clearly marked. They include below deck on boats, chemical transfer or storage facilities, vehicles using liquefied petroleum gas (such as propane or butane), areas where the air contains chemicals or particles, such as grain, dust, or metal powders, and any other area where you would normally be advised to turn off your vehicle engine. Vehicles using liquefied petroleum gas (such as propane or butane) must comply with the National Fire Protection Standard (NFPA-58). For a copy of this standard, contact the National Fire Protection Association.

When your Device is Wet

Do not turn on your device if it is wet. If your device is already on, turn it off and remove the battery immediately (if the device will not turn off or you cannot remove the battery, leave it as-is). Then, dry the device with a towel and take it to a service center.

Restricting Children's Access to Your Device

Your device is not a toy. Do not allow children to play with it because they could hurt themselves and others, or damage the device.

Keep the device and all its parts and accessories out of the reach of small children.

FCC Notice and Cautions

FCC Notice

The device may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the device if such interference cannot be eliminated.

Cautions

Any changes or modifications to your device not expressly approved by Samsung could void your warranty for this equipment and void your authority to operate this equipment. Only use approved batteries, antennas, and chargers.

The use of any unauthorized accessories may be dangerous and void the device warranty if said accessories cause damage or a defect to the mobile device. Although your device is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.

Other Important Safety Information

- Only qualified personnel should service the device. Faulty service may be dangerous and may invalidate any warranty applicable to the device. Ensure that any mobile devices or related equipment used in your vehicle are securely mounted. Check regularly that all wireless mobile device equipment in your vehicle is mounted and operating properly.
- Do not store or carry flammable liquids, gases, or explosive materials in the same compartment as the device, its parts, or accessories.

- For vehicles equipped with an air bag, remember that an air bag inflates with great force. Do not place objects, including installed or portable wireless equipment near or in the area over the air bag or in the air bag deployment area. If wireless equipment is improperly installed and the air bag inflates, serious injury could result.
- Switch your device off before boarding an aircraft. The use of devices in aircraft may be illegal and may be dangerous to the aircraft's operation. Check with appropriate authorities before using any function of a device while on an aircraft.

- Failure to observe these instructions may lead to the suspension or denial of network services to the offender, or legal action, or both. [013016]

Warranty Information



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You may opt out by either sending an email to *optout@sea.samsung.com* with the subject line “Arbitration Opt Out” or by calling 1-800-SAMSUNG (726-7864). For more detailed procedures, please refer to the “Dispute Resolution Procedures and Arbitration Opt-Out” section of the Limited Warranty.

SAMSUNG ELECTRONICS AMERICA, INC. ("SAMSUNG") warrants that SAMSUNG's devices and accessories ("Products") are free from defects in material and workmanship under normal use and service.

Samsung Electronics America, Inc.

85 Challenger Road

Ridgefield Park, New Jersey 07660

Phone: 1-800-SAMSUNG (726-7864)

Procedures for Dispute Resolution/30-day Arbitration and Opt-Out Policy

ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

ANY SUCH DISPUTE SHALL NOT BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING ANY OTHER PERSON'S OR ENTITY'S PRODUCT OR CLAIM, AND SPECIFICALLY, WITHOUT LIMITATION OF THE FOREGOING, SHALL NOT UNDER ANY CIRCUMSTANCES PROCEED AS PART OF A CLASS ACTION. THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR, WHOSE AWARD MAY NOT EXCEED, IN FORM OR AMOUNT, THE RELIEF ALLOWED BY THE APPLICABLE LAW. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes.

The AAA Rules are available online at *www.adr.org* or by calling the AAA at 1-800-778-7879. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of New York, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant SAMSUNG its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith.

In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and SAMSUNG shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim") shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

This arbitration provision also applies to claims against SAMSUNG's employees, representatives and affiliates if any such claim arises from the Product's sale, condition or performance.

You may opt out of this dispute resolution procedure by providing notice to SAMSUNG no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product. To opt out, you must send notice by e-mail to *optout@sea.samsung.com*, with the subject line: "Arbitration Opt Out." You must include in the opt out e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model

number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under “Settings;” (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable). Alternatively, you may opt out by calling 1-800-SAMSUNG (726-7864) no later than 30 calendar days from the date of the first consumer purchaser’s purchase of the Product and providing the same information.

These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.

Severability

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty. [013016]

Terms & Conditions of Sale and Standard Warranty

What is covered and for how long?

The warranty period commences upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

Device	1 Year
Battery(ies)*	1 Year
Other Accessories*	1 Year

**If applicable.

What is not covered?

This Limited Warranty is conditioned upon proper use of the Product.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by SAMSUNG; (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (e) ordinary wear and tear;

(f) defects or damage resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG, including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this limited warranty; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; (i) defects

or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Product; or (j) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the SAMSUNG device for which it is specified.

What are SAMSUNG's obligations?

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, SAMSUNG will repair or replace the Product, at SAMSUNG's sole option, without charge. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.

Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of SAMSUNG. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

What must you do to obtain warranty service?

To obtain service under this Limited Warranty, you must return the Product to an authorized phone service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase by the first consumer purchaser, the serial number of the Product and the seller's name and address.

To obtain assistance on where to deliver the Product, please call SAMSUNG Customer Care at 1-800-SAMSUNG (726-7864). If SAMSUNG determines that any Product is not covered by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You should keep a separate backup copy of any contents of the Product before delivering the Product to SAMSUNG for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service.

What are the limits on SAMSUNG's liability?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF SAMSUNG'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SAMSUNG BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY,

GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY

SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of SAMSUNG regarding the Products or this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Precautions for Transfer and Disposal

If data stored on this device is deleted or reformatted using the standard methods, the data only appears to be removed on a superficial level, and it may be possible for someone to retrieve and reuse the data by means of special software.

To avoid unintended information leaks and other problems of this sort, it is recommended that the device be returned to Samsung's Customer Care Center for an Extended File System (EFS) Clear which will eliminate all user memory and return all settings to default settings. Please contact the **Samsung Customer Care Center** for details.

Important! Please provide warranty information (proof of purchase) to Samsung's Customer Care Center in order to provide this service at no charge. If the warranty has expired on the device, charges may apply

No reproduction in whole or in part allowed without prior written approval. Specifications and availability subject to change without notice. [070115013016]

END USER LICENSE AGREEMENT FOR SAMSUNG SOFTWARE (EULA)

**READ THIS INFORMATION
BEFORE USING YOUR
PRODUCT.**

Please read this document before operating your device, accessories or software (for purposes of this document, defined collectively and individually as "Product") and keep it for future reference. This document contains important terms and conditions with respect to the Product. Retaining or using this Product constitutes acceptance of these terms and conditions and agreement to be bound by them.

Important Legal Information

Important legal and health and safety information can also be accessed in writing on the mobile device or on *www.samsung.com*

Samsung Electronics America, Inc.

85 Challenger Road

Ridgefield Park, New Jersey 07660

Phone: 1-800-SAMSUNG (726-7864)

Internet Address:

www.samsung.com

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Samsung is a registered trademark of Samsung Electronics Co., Ltd.

Do you have questions about your Samsung Mobile Device?

For 24 hour information and assistance, we offer a new FAQ/ARS System (Automated Response System) at:
www.samsung.com/us/support

IMPORTANT. READ CAREFULLY:

This End User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Samsung Electronics Co., Ltd. ("Samsung", "we", "us") for software, whether pre-installed or downloaded, that is owned by Samsung and/or its affiliated companies and its third party suppliers and licensors, that accompanies this EULA, which includes software, associated media, content, data, printed materials, and electronic documentation in connection with your use of

Samsung Mobile Device, which will be defined below ("Samsung Software").

By using this device or any other Samsung mobile product, including mobile phones and tablets, running on Android operating system ("Samsung Mobile Device"), you accept the terms of this EULA. If you do not accept these terms, do not use the Samsung Mobile Device or the Samsung Software.

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If your message cannot be sent as a message using the Device Identifier-based Services, your message may be sent as an SMS or MMS message,

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Claim”), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant Samsung its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and Samsung shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 (“Large Claim”) shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant

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