This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of shop.samsung.com/in.

The domain name shop.samsung.com/in (hereinafter referred to as "Website") is owned and controlled by Samsung India Electronics Private Limited hereinafter called “Samsung “and of Samsung India Electronics Private Limited for fulfillment of orders received on the Website. Both “Samsung” and “Savex” together referred to hereinafter as “We” or “Us” or ‘Our”. Fulfillment of the orders received on Website will be done by Samsung’s authorized distributor Savex Technologies Private Limited hereinafter called “Savex” or other authorized Samsung partners listed on Website. Savex and authorized Samsung partners shall collectively be referred to as “Sellers”.

Your use of the Website and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If you transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer on the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. Samsung allows the User to surf the Website without registering on the same, but the User's should register themselves in order to make purchases.

When You use any of the services provided by Us through the Website, including but not limited to, Product Reviews, Seller Reviews, You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We are entitled, at our sole discretion or as may be required by law, to amend these Terms & Conditions anytime without any prior intimation to anybody. User shall be responsible for reviewing and becoming familiar with any such modifications/amendments from time to time and shall be bound by such amended Terms of Use from time to time. Use of the services by User following such notification constitutes User's acceptance of the Terms and Conditions herein as modified.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by these Policies (including but not limited to Privacy Policy available at Privacy) as amended from time to time.

Membership Eligibility

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website.

If you are a minor i.e. under the age of 18 years, you shall not register as a User of the website and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. We reserve the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to our notice or if it is discovered that you are under the age of 18 years.

Your Account and Registration Obligations
You agree that any use on the Samsung Shop is at your own risk and that neither Samsung nor its Sellers are responsible for it. If You use the Website, You shall be responsible for maintaining the confidentiality of your display name and password and for restricting access to your computer and You shall be responsible for all activities that occur under your display name and password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.

Charges

Membership on Samsung Shop is free for buyers. Samsung does not charge any fee for browsing and buying on Samsung Shop. Samsung reserves the right to change the policy from time to time. In particular, Samsung may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event Samsung reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the policy shall be posted on Samsung Shop and such changes shall automatically become effective immediately after they are posted. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to Sellers on the Website.

Disclaimer

In the event a product is listed at an incorrect price or with incorrect information due to technical errors/typographical error or error in pricing, we shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Seller shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your payment account charged. If you have been already charged for the purchase and your order is cancelled, Seller shall issue a credit to your account limited to the amount of the charge.

This Website and all transactions herein are managed by Savex or authorized Samsung partners (“Sellers”). Sellers shall solely be responsible for fulfillment of all the orders placed through the Website including but not limited to invoicing, receipt of payment and delivery of the products to the customers. In no event shall Samsung, its affiliates, directors, officers, agents, consultants or employees (“Representatives”) be liable for any purchases made through the Website. Customer hereby to the fullest extent permissible waives any and all claims that it may have against Samsung and its Representatives arising as a result of or in relation to the Samsung Shop or purchases made through the Samsung Shop including inter-alia claims relating to payment and delivery of the products.

Payment facility

Buyer shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and shop.samsung.com/in

Buyer's arrangement with Issuing Bank:

All valid Credit/Debit/Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.

All online Bank Transfers from valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the
respective Issuing Bank. Please note that payment can be made only in Indian Rupees and all the above payment instruments must have been issued by entities operating in India and subject to Indian regulations. Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website.

You agree, understand and confirm that the credit card details provided by you for purchase of Products or services on Samsung Shop will be correct and accurate and you shall not use the credit card which is un-lawfully owned or possessed by you, thus you must not pay or attempt to pay for Product(s) using fraudulent credit card information. You further agree and undertake to provide the correct and valid credit card details on Samsung Shop.

Further said information may be utilized by us and shared with any third parties as may be required for fraud verifications or by law, regulation or court order. We shall not be liable for any credit card fraud. The liability for use of a card fraudulently will be on you and the onus to ‘prove otherwise’ shall be exclusively yours.

Before shipping / delivering your order to You, We may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by You for your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.

Further:

- You, as a Buyer have specifically authorized Sellers or its service providers to collect, process, facilitate and remit payments and / or the Transaction Price electronically or through Cash on Delivery to and from other Users in respect of transactions through payment facility.
- You, as a Buyer understand, accept and agree that the payment facility provided is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through Cash On Delivery, collection and remittance facility for the Transactions on shop.samsung.com/in Website using the existing authorized banking infrastructure and Credit Card payment gateway networks.
- You, as a Buyer, understand that upon initiating a transaction you are entering into a legally binding and enforceable contract with Us to purchase the products and /or services by using the payment facility, and You shall pay the transaction price through Your Issuing Bank to the Seller using Payment Facility.
- You, as a Buyer, may agree with the Seller through electronic communication and electronic records and using the automated features as may be provided by payment facility on any extension / increase in the dispatch and/or delivery time and the transaction shall stand amended to such extent. Any such extension / increase of dispatch / delivery time or subsequent notation / variation of the transaction should be in compliance with payment facility rules and policies.
- You, as a Buyer, shall be entitled to claim a refund of the transaction price (as Your sole and exclusive remedy) in case You do not receive the delivery within the time period agreed in the transaction or within the time period as provided in the Policies, whichever is earlier. In case you do not raise a refund claim on Seller using Website features within the stipulated time than this would make You ineligible for a refund.
- You, as a Buyer, understand that all the types of payment facility may not be available in full or in part for certain category of products and/or services and/or Transactions as mentioned in the Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and /or services.
- Except for Cash On Delivery transaction, refund, if any, shall be made at the same Issuing Bank from where Transaction Price was received.
- For Cash On Delivery transactions, refunds, if any, we reserve the right to determine the payment method for each transaction and the buyer shall be responsible for sharing the accurate financial and personal details as may be required by us to complete this transaction.
- Refund shall be made in Indian Rupees only and shall be equivalent to the transaction price received in Indian Rupees.
- For electronics payments, refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).
- Refund shall be conditional and shall be with recourse available to Savex in case of any misuse by Buyer.
- Refund shall be subject to Buyer complying with Refund Policies.

We reserve the right to impose limits on the number of transactions or transaction price which we may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/Wallet and such other infrastructure or
any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

We reserve the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with Savex or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

We reserve the right to restrict delivery to specific locations or delivery facilities. Specifically, Savex/ Sellers shall not deliver any goods to Mailbox locations.

We may do such checks as we deem fit before approving the receipt of/Buyers commitment to pay (for Cash On Delivery transactions) transaction price from the Buyer for security or other reasons at our discretion. As a result of such check if we are not satisfied with the creditability of the Buyer or genuineness of the transaction / transaction Price, it will have the right to reject the receipt of / Buyers commitment to pay transaction price.

Sellers may delay to dispatch, if Sellers deem suspicious or for Buyers conducting high transaction volumes to ensure safety of the transaction and transaction price. In addition, Sellers may hold transaction price or remit transaction price to law enforcement officials (instead of refunding the same to Buyer) at the request of law enforcement officials or in the event the Buyer is engaged in any form of illegal activity.

The Buyer acknowledge that we will not be liable for any damages, interests or claims etc. resulting from not processing a transaction/transaction price or any delay in processing a transaction/transaction price which is beyond our control.

**EMI**

*All bank's EMI on Samsung Shop are on customer interest bearing model. EMI is on the sole discretion of the banks at applicable rate of interest. There will be no merchant discount from the side of Sellers or Samsung. All EMI related query is between customer & the Merchant bank. Sellers shall not take any responsibility under any circumstances with regard to any dispute between you (customer) and the Bank.*

**Cash-on-Delivery Orders**

Cash-on-Delivery (C-o-D) is an alternate method of purchasing from us, other than online payment (by Credit/Debit card and Net banking). At the time of delivery, you need to pay the cash before the package is handed over.

When you choose C-o-D as a method of payment, you will be required to provide a landline number. Customers will receive a confirmatory call by customer care on the number provided. COD order will be processed only after the customer has confirmed the order on this call by Customer Care.

Samsung Shop will make three attempts to establish contact with you on the number provided by you at the time of placing the order. In case of failure of confirmation of order after 3 attempts, the order will be cancelled and email notifying cancellation will be sent to the customer. COD Orders will not be processed till successfully confirmed.

**Cancellations**

Order once placed (in case of Cash on Delivery, order once confirmed shall not be cancelled. Sellers will not accept any cancellations against orders paid for using online mode of payment (credit/debit card and net banking)

In case of requests for order cancellations on a Cash-on-Delivery Order, the cancellation should be confirmed on the telephonic call made by our Customer Care to verify the order.
We reserve the right to accept or cancel orders for any reason. The customer agrees not to dispute the decision made by Sellers and accept Sellers decision regarding the cancellation. Sellers also reserves the right to cancel your order in case of:

- Problems identified by our credit and fraud avoidance department.
- Inaccuracies or errors in Product or pricing information.
- Limitations on quantities available for purchase.
- Any other reasons beyond reasonable control of Savex.

We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card has been charged, the said amount will be returned back in your Credit Card Account.

Order Fulfillment

Orders received on Samsung Shop will be fulfilled by the Sellers. Orders received for Mobile phones, accessories of mobile phones shall be fulfilled by Savex Technologies Private Limited (Savex) and orders received for Consumer Electronics and Home Appliances shall be fulfilled by authorized local partner or any authorized partner nearest to delivery address mentioned in your order. The product invoice for the purchase will be issued by the party fulfilling the order. All such orders placed on this site will be valid for Samsung product warranty in India, as applicable.

The orders will be shipped to address entered in the shipping address field at the time of placing the order. Savex/ Sellers will not be responsible for any delay caused out of incorrect shipping address entered at the time of placing the order.

You can place Orders for any of the Products listed in the website. Acceptance of the Order is subject to both payment and stock availability. Sellers however reserves its right to refuse to execute any transaction/s with any customer without assigning any reason/s whatsoever.

Product Receipt and Acceptance Confirmation Process

Please ensure that you inspect the shipment as soon as you accept it from the courier. In case of any physical damage to the outer or inner packaging, either refuse to accept delivery or accept delivery only after putting a suitable remark on the proof of delivery receipt document. Sellers retain the right to withhold refund/replacement of the damaged product if you fail to put a note about the nature of damage on the courier receipt confirmation slip.

In case of any damage to the actual product, you are required to inform the Samsung Shop customer care within 24 hours of receipt of the product post which we shall not be liable in any manner for refund/replacement against the damage or any product related issues.

Disclaimer of Warranties And Liability

All the materials and products (including but not limited to software) and services, included on or otherwise made available to you through Samsung Shop are provided by Savex on “As Is” and “As Available” basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the foregoing paragraph, we do not warrant that:

- This website will be constantly available or available at all; or
- The information on this website is complete or accurate

We shall not be liable to you in any way or in relation to the contents of, or use of, or otherwise in connection with, this website. We do not warrant that this site; information, content, materials, product (including software) or
services included on or otherwise made available to you through this site; their servers; or any electronic communication sent are free of viruses or other harmful components.

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

All the products sold on Samsung Shop are governed by different state laws and if Samsung Shop is unable to deliver such products due to implications of different state laws, Savex will return or will give credit limited to the amount received from the sale of such product that could not be delivered to you.

We do not warrant that Product description or other content of this Website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

While availing any of the payment method/s offered by Samsung Shop, Sellers is not responsible or takes no liability of whatsoever nature in respect of any loss or damage arising directly or indirectly to you out of the decline due to:

1. lack of authorization for any transaction/s.
2. or exceeding the preset limit mutually agreed by you and between your "Bank/s/Wallets/Payment Agencies/Cash Card", or any other payment option that may be made available.
3. or any payment issues arising out of the transaction,
4. or decline of transaction for any other reason/s. including technical issues

DOA Policy

For units installed beyond the municipal limits of the jurisdiction of the Samsung’s authorized service centre, it is responsibility of the customer to contact the nearest authorized service centre and bring the unit to the authorized service centre at purchaser's cost and risk. For more information refer to DOA policy mentioned at the end of Terms of Use.

Customer Communication

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

Samsung Shop will communicate with you about your order and the purchased Product through any of the mode using email, SMS and telephone or all of them or any other mode

Account holders must provide a valid email address and contact telephone and/ or mobile number to Samsung Shop for this purpose.

When you transact with us on Samsung Shop or send email(s) to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email, through call or SMS. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy all legal requirements.

When you use the Site or send emails to Samsung Shop, you are communicating with Samsung Shop electronically. You consent to receive communications from Samsung Shop electronically.
From time to time, Samsung Shop will also send you marketing material. If you do not wish to receive such material, you may unsubscribe from our mailing list at any time by using the unsubscribe function in the electronic marketing communication or by contacting Customer Care.

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**Limitation of Liability**

In no event shall SAMSUNG its subsidiaries, affiliates, associate companies, accountants, advisors, agents, consultants, contractors, partners and/or suppliers and their respective officers, agents, directors be liable with respect to the Website, Products and/or any services hereunder:

- for any amount in the aggregate in excess of the price paid by User; or for any indirect, incidental, punitive, or consequential damages of any kind whatsoever including but not limited to loss of use, revenue or profit, good will and/or other intangible losses arising out of or in any way connected with the use of this Website, Products and/or the services and/or the Agreement or with the delay or inability to use this Website, or for any information, materials and/or Products uploaded, posted, emailed, transmitted and/or obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, negligence, strict liability or otherwise, even if Samsung, Sellers, their parent company, subsidiaries, affiliates, associate companies, accountants, advisors, agents, consultants, contractors, partners and/or suppliers had been advised of the possibility of damages. If User is dissatisfied with any portion of the Website available herein or with any of these Terms & Conditions, User's sole and exclusive remedy is to discontinue using the Website.

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

**Personal, Non-Commercial & Non assignable Use**

By registering on the Website, User confirms that use of the Website shall be for his/her personal purpose and not for any commercial purpose. User confirms that User's right to access, use, deal with or transact at the Website cannot be assigned to any other person and custody of User Id and Password to access, deal with or transact at the Website shall be sole responsibility of User and User shall be responsible and liable for any misuse of User Id and Password assigned to User by the Company.

**Governing Law and Jurisdiction**

The transactions on this website shall be governed by, construed interpreted, and enforced in accordance with the laws of India. Specific performance and damages any other disputes arising in respect hereto shall be subject to exclusive jurisdiction of the courts of Delhi.

**Use of the Website**

You agree, undertake and confirm that your use of Website shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

   (a) belongs to another person and to which You does not have any right to; (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women"
within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; (c) is misleading in any way; (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; (e) harasses or advocates harassment of another person; (f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming"; (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity]; (i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page); (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone; (l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (m) contains video, photographs, or images of another person (with a minor or an adult); (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (o) engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website. Throughout this Terms of Use, our prior written consent means a communication coming from Samsung's Legal Department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization; (p) solicits gambling or engages in any gambling activity which we, in our sole discretion, believe is or could be construed as being illegal; (q) interferes with another USER's use and enjoyment of the Website or any other individual's User and enjoyment of similar services; (r) refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use. (s) harm minors in any way; (t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products; (u) violates any law for the time being in force; (v) deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (w) impersonate another person; (x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancel bots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information; (y) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. (z) shall not be false, inaccurate or misleading; (aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force. (ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

2. You shall not use any "deep-link", "page-scraper", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.
3. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the term Samsung Shop , or otherwise engage in any conduct or action that might tarnish our image or reputation, on platform or otherwise tarnish or dilute any Samsung's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Samsung's systems or networks, or any systems or networks connected to Samsung or Sellers.

6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

8. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes on our rights and/or others.

9. Any purchase of the Products from the Website will be strictly for personal use of the User. The User hereby expressly agrees that any merchandise or services purchased by the User will not be sold, resold, bartered or in any way used for any commercial purposes or for profit. The User hereby acknowledges that the Products purchased are not transferable to any third party for profit. Accordingly, Samsung reserves the right to cancel any orders that classify as 'Bulk Order' as determined by Samsung as per certain criteria. Any rewards or benefits provided by Samsung and used by You for placing the 'Bulk Order' will not be refunded. An order can be classified as 'Bulk Order' if it meets certain criteria adopted by Samsung for the purpose of identifying 'Bulk Order', including but not limited to:
   - a. Products ordered for commercial resale and not for self-consumption;
   - b. Multiple orders placed for the same product at the same address;
   - c. Bulk quantity of the same product ordered;
   - d. Invalid address given in order details; or
   - e. Any malpractice used to place the order.

10. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service solicitation of offers to purchase, You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

11. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Website You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

### Contents Posted on Site

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### Email Abuse & Threat Policy

Private communication, including email correspondence, is not regulated by Us. We encourage its Users to be professional, courteous and respectful when communicating by email.

However, we will investigate and can take action on certain types of unwanted emails that violate the Information Technology Act, 2000.

Such instances:

**Threats of Bodily Harm** - We do not permit Users to send explicit threats of bodily harm.

**Misuse of the System** - We allows Users to facilitate transactions through the system, but will investigate any misuse of this service.

**Spoof (Fake) email** – We will never ask you to provide sensitive information through email. In case you receive any spoof (fake) email, you are requested to report the same to Us through 'Contact Us' tab.

**Spam (Unsolicited Commercial email)** - Our spam policy applies only to unsolicited commercial messages sent by Our Users. Our Users are not allowed to send spam messages to other Users.
This policy prohibits user-to-user threats of physical harm via any method including, phone, email and on Our public message boards.

Violations of this policy may result in a range of actions, including:

- Limits on account privileges
- Account suspension
- Cancellation of listings
- Loss of special status

**Trademark, Copyright and Restriction**

Samsung Shop is controlled and operated by Savex. All material and content on Samsung Shop, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us. Material on Samsung Shop is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web site or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise (including any promotion and/or marketing amongst others), is a commercial use for the purposes of this clause.

**Indemnity**

User shall at all times fully release, indemnify and hold harmless SAMSUNG, SAVEX, their officers, directors, agents, and employees, associate companies from any and all costs, losses, claims, demands, damages and liabilities ,actions including costs and reasonable attorneys' fees, made by any third party and/or penalty imposed due to and/or arising out of User’s breach of the Terms & Conditions and/or User’s violation of any law, rules or regulations and/or the rights of a third party and/or the infringement by User including, without limitation, copyright and trademark infringement, obscene and/or indecent postings, and on-line defamation, and/or any third party using the User's account, of any intellectual property and/or other right of any person and/or entity.

**Force Majeure**

Samsung shall not be liable for any failure and/or delay on their part in performing any of its obligation under this Agreement and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by the User by reason there of if such failure and/or delay shall be result of or arising out of Force Majeure Event set out herein.

Explanation: "Force Majeure Event" means any event due to any cause beyond the reasonable control of Samsung , including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake , explosion, acts of God, civil commotion, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions breakdown and/or hacking of the Website and/or contents provided for availing the Products and/or services under the Website, such that it is impossible to perform the obligations under the Agreement, or any other cause or circumstances beyond the control of Samsung which prevents timely fulfillment of obligation of Samsung.

**Termination And Survival of the Terms**

Samsung has the right to terminate, suspend, modify or withdraw the Website, or change the Terms anytime with or without notice. Without limiting the foregoing, Samsung shall have the right to immediately terminate at any time your use of Website, in the event of any conduct by you, which Samsung, in its sole discretion, considers to be unacceptable, or in breach of these Terms or for any other reasons whatsoever.
You may terminate these Terms at any time, provided that you discontinue any further use of the Website.

**Jurisdictional Issues/Sale in India Only**

Unless otherwise specified, the material on the Website is presented solely for the purpose of sale in India. We make no representation that materials in the Website are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and we is not responsible for supply of products/refund for the products ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

**Cancellation, Return & Replacement Process – Customer Initiated**

<table>
<thead>
<tr>
<th>Reason</th>
<th>Process</th>
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| Order Cancellation      | • Email to support.estore@samsung.com within 24 hours of placing the order or before a dispatch notification is sent by Samsung Shop or Savex Technologies. If you wish to change the order, please book a new order while we cancel the original order placed by you  
  • Product dispatched before cancellation of order  
    o In case where product has been dispatched while the cancellation request is under review/progress, Our Logistic partner will arrange “return Shipment”. During this period if any delivery of product is attempted by our logistic partner, customer should refuse to accept delivery of product ion such case.  
    o Refund process for cancelled order will only be initiated after receipt of return goods at our warehouse. Such returns may take up to 21 working days. Post receipt of return goods process will be initiated for refund of amount which may take up to 21 days to reflect credit into your bank account  
  • Product not dispatched before the time of cancellation of order  
    o In such kind of cases, refund process will be initiated within 4 days after cancellation of order which may take up to 21 days to reflect credit into your bank account.  
    o In case product gets shipped during the process, a refund will be processed only after the return is received at our warehouse. Such returns may take up to 21 working days. Customer will be informed via an email once the order is cancelled and refund initiated  
  • It may take up to 21 days for refund credit to reflect into your account after initiated by Savex Technologies |
| Damaged Parcel          | **Mobiles Tablets and Wearables /Accessories/ Memory and Storage**  
  • Do not accept the parcel and inform us immediately at support.estore@samsung.com or 1800 40 SAMSUNG (7267864)  
  • Product will be re shipped to you subject to its availability within 10 working days  
  • In case of non availability of the product a refund will be initiated within 10 working days of receiving the refusal intimation  
  • It may take up to 21 days for refund credit to reflect into your account after initiated by Savex Technologies  |
|                         | **O2O Delight Delivery : Consumer Electronics and Household appliances**  
  •                                                                                 |


• Samsung authorised partners take utmost care that the product is safely delivered to you. You are advised not to open the product till the Samsung product installation representative arrives at your place. On unboxing the product, either by the Samsung representative or by you in front of him, if the same is found to be physically damaged Samsung Plaza will arrange to replace the product.

Mobiles Tablets and Wearables /Accessories/ Memory and Storage

• Email details of damage to support.esture@samsung.com within 24 hours of delivery with clear images of the product and its outer and inner packaging.
• Replacement or refund will be subject to the result of due investigation conducted through the logistics partners.
• Product will be re-shipped to you subject to genuineness of your claim and its availability, within 10 working days of approval of your claim.
• In case of non-availability of the product a refund will be initiated within 10 working days of approval of your claim for damage.
• It may take up to 21 days for refund credit to reflect into your account after initiated by Savex Technologies Pvt Ltd

Mobiles Tablets and Wearables

• Visit Samsung Authorized Service Centre with the product & all inbox accessories, invoice and packagings. [http://www.samsung.com/in/support/servicelocation/](http://www.samsung.com/in/support/servicelocation/)
• As per Samsung’s warranty policy The Samsung service centre will check and repair the product to your satisfaction or declare the product as DOA*(Dead on Arrival). Service Centre will extend support only in compliance with Samsung’s warranty policy as published [http://www.samsung.com/in/support/warranty/](http://www.samsung.com/in/support/warranty/)
• If the product is certified by the service centre as DOA*, customer will need to email a copy of the certificate issued by Service Centre along with DOA* sealed product’s Images at support.estore@samsung.com. If there is any tampering with seal affixed, your DOA* refund claim may be refused.

• Basis the DOA* details received on email, Savex Technologies will arrange a reverse pick up of the product.
• Product will be re shipped to you subject to its availability within 10 working days of receiving DOA* details on email
• In case of product unavailability of the DOA* certified order, a refund will be initiated within 10 working days of receiving the DOA* details on email. It may take up to 21 days for refund credit to reflect into your account after initiated by Savex Technologies

*Additional Terms

• Only functional defect will be covered
• Network/Software related defects not covered
• Box, Handset and all original accessories should be available
• No sign of damage, tampering, water log or user defects
• Feature related problem not covered which are not in Specifications
• Defect must be re-produced in service centre
• DOA shall be not applicable for any defect in accessory

Memory & Storage

• Visit Samsung Authorized Service Centre with the product & all inbox accessories, invoice and packaging. Repairs will be carried out as per as per Samsung’s warranty policy as published http://www.samsung.com/in/support/warranty/

O2O Delight Delivery : Consumer Electronics and Household appliances

• <O2O policy> https://shop.samsung.com/in/smart-utsav-delight-delivery-tc
• Samsung has a wide network of service centres across the country to cater to your services. You could reach out to any of our nearby centres in your city listed on http://www.samsung.com/in/support/servicelocation/

Samsung Shop or Savex Initiated cancellations

Samsung Shop or Savex Technologies may cancel an order in any of the following situations

• Order received with incorrect price or product descriptions
• Product discontinued
• Product stock not available
Transaction reported with a Fraud Alert from the Payment Gateway/Financial Institutions
Cash on Delivery Orders will be cancelled if customer response is not received on verification call made by Samsung Shop or Savex Technologies for order confirmation and dispatch

Order Information

Customer are requested to ensure that information as required while placing order are correctly mentioned while placing order on Samsung Shop (Like – Bill To Name on invoice, address, PIN Code Number, Product selected, payment mode etc.). Any wrong or incorrect information may affect delay in dispatching consignment or may delay delivery of shipment of your ordered material.

Privacy

Use of the Site is governed by our Privacy Policy, which can be located at Privacy

Corporate Employee program

- Corporate Employee Program (“Program”) is a program from Samsung India Electronics Private Limited (“Samsung”) on the terms and conditions (“Terms”) mentioned below. This is an “Invitation to Program” and participation in the Program is on purely voluntary basis. This Program is available on shop.samsung.com/in/ byod (Samsung Shop).
- The Program will be available on select Samsung Products and will be for a limited period, which shall be informed every time the Program is extended to the users of associated corporate. This Program is valid only for the employees of respective corporates registered with Samsung.
- For validation user will have to login with their official email ID or complete other validation process as may be informed from time to time. Enrollment to the program is at sole discretion of Samsung.
- User can purchase only 1 (One) product in per transaction. Each user will be eligible for maximum of 2 units of Mobile/Tablet every 6 month (January to June and July to December). Limits may vary at sole discretion of Samsung.
- User can purchase the product for his/ her personal use or for use by his/ her family and friends.
- Order once confirmed and placed cannot be changed or cancelled.
- Sale of products on Samsung Shop is done by Samsung’s authorised sellers. Delivery of the Product may take at least ______ working days depending upon the geographical conditions.
- Free 3rd party ADLD insurance offered with select devices is provided by Ingrammicro Cover Plus and is subject to their terms and conditions. Insurance certificate will be sent by Ingrammicro within 15 days of device delivery of the purchased product on the email ID of the user, used for transaction. Samsung will not be responsible for non delivery/ delayed delivery or non provision of the services by Ingrammicro. For any issues related to ADLD insurance users are advised to follow up directly with Ingrammicro Cover Plus on 18004204664 or www.ingrammicrocoverplus.com.
- For any support related to product/ order users may call Samsung Customer support or write to support.estore@samsung.com
- This Program is provided by Samsung at its sole discretion Samsung reserves the absolute right to amend the Terms of the Program or extend the offer period or cancel or discontinue the Program or any part thereof without giving any reasons or prior notice.
- These terms are in addition to the Terms of Use of Samsung Shop and all other terms and conditions of Samsung shop will continue to be applicable on all transactions on Samsung Shop.
- Decision of Samsung in relation to the Program and matters incidental thereto shall be final and binding.