**Knox E-FOTA Advanced Cloud On-boarding Application**

This information is required for Admin credential registration. Please complete the application form and send it to cred.efota@samsung.com as you have read and agreed to share the information on behalf of your company. Please note that a valid License Key must be entered for your support in each request type.

|  |  |  |
| --- | --- | --- |
| ※ License Key \* (mandatory) | : |  |

▒ **Admin Registration**

※ If you already have trial admin credential, enter the existing domain name into the last field ‘Domain name as preferred’ only and the others will remain the same.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | First Name | : |  | | Last Name : |  |
|  |  | | | | | | |
|  | Email address  (Log-in ID) | : |  | | | |
|  |  | | | | | |
|  | Domain name as preferred :  (Company name is suggested) | | |  | | |
|  | ※ Samsung can modify it if duplicated | | | | | |

**Knox E-FOTA Advanced APPLICATION TERMS OF SERVICE**

IMPORTANT – PLEASE READ CAREFULLY BEFORE OPERATING THE SERVICE (DEFINED BELOW). THESE TERMS OF SERVICE (“TOS”) ARE A LEGAL AGREEMENT BETWEEN YOU AND SAMSUNG ELECTRONICS CO., LTD. (“SAMSUNG”) FOR THE Knox E-FOTA Advanced APPLICATION AND ANY RELEVANT SOFTWARE OR DOCUMENTATION THEREOF (COLLECTIVELY, THE “SERVICE”) PROVIDED BY SAMSUNG, ITS AFFILIATES, ITS THIRD PARTY SUPPLIERS, AND/OR LICENSORS. BY INSTALLING OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TOS, INCLUDING THE DISPUTE RESOLUTION PROVISION. IF YOU DO NOT AGREE TO THE TOS, DO NOT INSTALL OR USE THE SERVICE. IF THESE TOS CHANGE AND YOU CONTINUE TO USE THE SERVICE OR FAIL TO UNINSTALL THE SERVICE FOLLOWING ANY SUCH CHANGE, YOU AGREE TO BE BOUND BY THE TOS. IF YOU DO NOT AGREE TO THE TOS CHANGE, YOU MUST STOP USING THE SERVICE.

SERVICE

Samsung releases new versions of Android firmware to provide new features, improve performance, and resolve known bugs. Each firmware version goes through comprehensive testing and certification on our extensive range of mobile devices. Company might however want to wait before deploying a new firmware version to your organization's devices. With Samsung Knox E-FOTA (Enterprise Firmware Over-The-Air) Service, company can select the firmware version allowed on devices and force a firmware update across multiple devices at a scheduled time.

EXCEPT EXPRESSLY PERMITTED UNDER THIS TOS, ANY OTHER USE OF THE API KEY IS STRICTLY PROHIBITED.

1. Grant of License

Subject to the terms and conditions of these TOS, you are granted a limited, non-exclusive, and revocable license to install, access and use the SERVICE. The services and features provided by the SERVICE or Update (defined below) thereto may vary or be limited depending on certain factors, including, without limitation, your country, device, operating system, or network operator. Unless you are an age of majority in your jurisdiction, you are not permitted to enter into these TOS or use the SERVICE unless your parent or legal guardian understands and consents to the terms and conditions of these TOS. If you are a parent or legal guardian permitting a person of minority ("Minor") to use the SERVICE, you agree to: (i) supervise the Minor's use of the SERVICE; (ii) assume all risks associated with the Minor’s use of the SERVICE, (iii) assume any liability resulting from the Minor’s use of the SERVICE; (iv) ensure the accuracy and truthfulness of all information submitted by the Minor or, if required by the laws of your jurisdiction, submit all required information truthfully and accurately on behalf by the Minor; and (v) assume responsibility and are bound by these TOS for the Minor’s access and use of the SERVICE.

2. Reservation of Rights and Ownership

This SERVICE includes software and data provided by third parties. You acknowledge that the SERVICE is proprietary to Samsung and its licensors, and protected under applicable copyright and other intellectual property laws and treaties. These TOS and your use of the SERVICE do not grant you any ownership interest in or to the SERVICE, and you are granted only a limited license to use that is revocable in accordance with the terms of these TOS. You may not use the SERVICE to reproduce copyrighted materials, or materials you do not have the right or legal approval for reproduction.

Except for private and non-commercial use, none of the contents may be copied, reproduced, distributed, republished, downloaded, displayed, posted electronically or mechanically, transmitted, recorded, in any manner, photocopied or reproduced without prior written consent of Samsung or its partner. Any other use of the SERVICE, including any commercial use, modification, distribution or republication without prior written consent of Samsung is strictly prohibited.

3. Restrictions

Except to the extent that mandatory local law requires that you be able to do so, you may not (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of the SERVICE; (ii) modify or disable any features of the SERVICE; (iii) create derivative works based on the SERVICE; (iv) rent, lease, lend, sublicense or provide commercial hosting services with the SERVICE; (v) infringe our intellectual property rights or those of any third party in relation to your use of the SERVICE (to the extent that such use is not licensed by these TOS); (vi) use the SERVICE in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these TOS, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the SERVICE or any operating system; (vii) use the SERVICE in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and (viii) collect or harvest any information or data from the SERVICE or our systems or attempt to decipher any transmissions to or from the servers running the SERVICE.

4. Update, Change or Suspension of the SERVICE

Samsung may, at any time, provide or make available updates or upgrades to the SERVICE (“Updates”), including without limitation bug fixes, service enhancements, new features, deletion of existing functions, or modification of the SERVICE. Updates will be governed by these TOS unless separate terms and conditions are provided with such Updates, in which case those separate terms and conditions shall govern the Updates. Updates for security software or critical bug fixes or other important Updates may be automatically downloaded and installed given the importance of receiving such Updates in a timely manner to help protect you and other users.

Samsung expressly reserves the right to change, suspend, remove, limit the use of or disable the access to the SERVICE or any portion thereof at any time without notice or liability.

5. Third Party Services and Content

Third party services and/or content may also be available to you through the SERVICE. To the extent permitted by law, Samsung disclaims any warranty, condition or representation in respect of any third party services or content in any aspects including, but not limited to, quality, accuracy, effectiveness, lack of viruses, non-infringement of third party rights and compliance of any applicable laws or regulations. The use of third party services and contents may be governed by such third party provider’s terms of use, license agreement, privacy policy, or other such agreement. Certain portions of the SERVICE may be subject to open source licenses, in which the terms of such open source licenses may precede the terms and conditions of these TOS with respect to that portion of the SERVICE.

6. Consent for Collection and Use of Data

You acknowledge and agree that Samsung and/or parties that are entrusted by Samsung may collect and use information necessary to provide the SERVICE and Updates, improve or enhance the SERVICE. At all times your information will be treated in accordance with applicable law and Samsung’s Privacy Policy, which can be viewed at: http://account.samsung.com/membership/pp.

7. Data Access

Some features of the SERVICE may require your device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. The SERVICE may require access through your mobile network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the SERVICE may be affected by the suitability and performance of your device hardware or data access.

8. Compliance with Law

You acknowledge and agree to comply with any and all applicable laws and regulations in using the SERVICE, including, without limitation, all applicable export restriction laws and regulations.

9. Termination

These TOS are effective until terminated. You can terminate these TOS by ceasing your use of the SERVICE and uninstalling, deleting and returning all related software, documentations and other materials provided by Samsung, including backup copies thereof. Should you not comply with these TOS, your rights based on these TOS will be automatically terminated without notice from Samsung. Upon either your or Samsung’s termination of these TOS, you must immediately cease all use of the SERVICE. For the purpose of clarity, Samsung may terminate anytime these TOS and the SERVICE with notice to you (e.g., service website, pop-up through application, email or etc.).

10. Disclaimer of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND FROM SAMSUNG, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG DISCLAIMS ALL WARRANTIES OR OTHER TERMS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAMSUNG OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY SAMSUNG OF WARRANTY REGARDING THE SERVICE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM SAMSUNG.

11. Limitation of Liability

11.1 Samsung and You do not limit or exclude liability for any types of loss or damage for which liability cannot, under applicable law, be excluded or limited, to the extent that the applicable law prevents such exclusion or limitation, or to the extent that a court of competent jurisdiction judges that such an exclusion or limitation would be ineffective under applicable law.

11.2 Subject only to 11.1, Samsung shall not be liable for loss, damage or liability under contract (including negligence), laws on third party obligations (including ‘tort’ and negligence claims) or statutory obligations or any other legal basis whatsoever, even if Samsung was specifically put on notice of the risk of such loss (i) where the loss is indirect, incidental, indirect, special, consequential, special or comprises exemplary or punitive damages, or (ii) for any loss of profit, loss of business, loss of opportunity, loss of data or (iii) where the loss relates to errors, omissions or interruptions, computer viruses, connection or connectivity problems or network charges.

11.3 Subject only to 11.1 and 11.2, Samsung’s total financial liability to You arising from or in connection with these TOS, the SERVICE or related matters shall not exceed the amount you paid Samsung or Samsung’s affiliate specifically for this SERVICE.

11.4 You acknowledge that the above provisions of clauses 10 and 11 are reasonable given the benefits of the SERVICES and you will accept such risk and/or insure accordingly.

11.5 IT IS ESSENTIAL THAT YOU BACK UP YOUR DATA ON YOUR DEVICE BEFORE USING THE SERVICES TO AVOID LOSING ANY DATA.

12. Indemnification

The following text only applies if you use the SERVICE as part of your business, trade or profession: You agree to indemnify, defend, and hold harmless Samsung, its affiliates, its contractors, employees, and agents from any claims, losses, damages, liabilities (including legal fees and expenses) arising out of your use of the SERVICE, your violation of the rights of any third party, or any breach of these TOS.

13. Applicable Law

These TOS are governed by the laws of the jurisdiction where you are a resident, without regard to its conflict of law provisions. These TOS shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

14. Dispute Resolution

If you are a consumer (and where this term is not otherwise defined in your local law, this means ‘not using the SERVICE as part of a business, trade or profession’) then the courts of the territory in which you are resident have non-exclusive jurisdiction to hear and decide any dispute, controversy or difference arising from these TOS or the SERVICE. Where local law permits a choice of court, the court shall be the court in the capital city of your country. If you are not a consumer, if a dispute, controversy or difference arising in any way from these TOS or your use of the SERVICE is not amicably settled, it shall be subject to arbitration proceedings under the arbitration rules of the International Chamber of Commerce in the place of the respondent. Notwithstanding the foregoing, Samsung may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court of competent jurisdiction. Arbitration hearings shall be conducted in English.

15. Entire Agreement

These TOS are the entire agreement between you and Samsung relating to the SERVICE and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SERVICE or any other subject matter covered by these TOS. If any provision of these TOS is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

16. Electronic Communications

When you use the SERVICE or send email(s) to Samsung, you are communicating electronically. You consent to receive communications from Samsung electronically by way of email or SMS. You agree that all agreements, notices, disclosures and other communications that Samsung provides to you electronically satisfy all legal requirements. In connection with your use of the SERVICES, Samsung may send you SERVICE announcements, administrative messages, and other information.

[01-Jan-2019]

**Terms and Conditions for Knox E-FOTA Advanced Web Console**

IMPORTANT – PLEASE READ CAREFULLY BEFORE OPERATING THIS SITE (DEFINED BELOW). ACCESSING THIS SITE MEANS YOU AGREE TO THE TERMS AND CONDITIONS BELOW.

Samsung releases new versions of Android firmware to provide new features, improve performance, and resolve known bugs. Each firmware version goes through comprehensive testing and certification on our extensive range of mobile devices. Company might however want to wait before deploying a new firmware version to your organization's devices. With Samsung Enterprise FOTA Service, company can select the firmware version allowed on devices and force a firmware update across multiple devices at a scheduled time.

1. Terms of Use

1.1 The terms and conditions set out below (“Terms”) govern you while on this Knox E-FOTA Advanced Web Console ( “Site”) and are legally binding on you. If you do not agree with any of the listed conditions, do not access or otherwise use this site or any information contained on this Site. These Terms are a legally binding agreement between you, and Samsung Electronics Co., Ltd. (“Samsung”) (individually, a “Party,” and collectively, the “Parties”).

1.2 Registration for, and use of, the Site is restricted to professional purposes, a use for private purposes is excluded. These Terms is therefore either concluded with you in your professional role, or if you are an employee acting for your employing company whose details you provided as being your employer (“Employer”), with your Employer. You represent and warrant that you are a duly authorized - IT administrator for Knox E-FOTA. 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. Employer shall be held liable for the breach of the Terms by you.

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 will notify you within reasonable time prior to making any changes to the Terms. You can review the most current version of the Terms by clicking on the Site's "Terms & Conditions" link. If you do not object to the changes by cancelling your account or if you access or use the Site in any way after the changes become effective, you and Employer will be deemed to have unconditionally consented and agreed to such changes. In case you object to the changes Samsung has the right to terminate these Terms and your and Employer's right to use the Site.

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. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Other Agreements.

2. Registration

2.1 IT Administrator for Knox E-FOTA 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 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 if you have, or if Samsung has objective reasons to believe that you have, failed to comply with material provisions of these Terms such as the provisions under this Section 2.

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.

3. Privacy Policy

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 in separate document which is provided with on-boarding application.

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, its related corporate bodies, and/or third parties. 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. You agree not to use the Samsung Materials for any other purpose without the prior written consent of Samsung. 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 through ‘Contact us’ on the site.

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. Samsung does not warrant the accuracy, completeness, or reliability of the Site and Materials and other items. Therefore, you and Employer may not rely on any Samsung Materials provided on the Site unless otherwise notified in writing by Samsung.

5.2 To the maximum extent permitted by applicable law, the Site (including access to the Site) and the Samsung Materials are provided by Samsung on an "as is" basis, without warranties of any kind from Samsung, either express or implied. To the maximum extent permitted by applicable law, Samsung disclaims all warranties or other terms expressed, implied, or statutory, including, but not limited to, implied warranties or terms of merchantability, satisfactory quality, fitness for a particular purpose, reliability or availability, accuracy, lack of viruses, quiet enjoyment, non-infringement of third party rights or other violation of rights. No advice or information, whether oral or written, obtained by you from Samsung or its affiliates shall be deemed to alter this disclaimer by Samsung of warranty, or to create any warranty of any sort from Samsung.

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.

5.4 Except as otherwise provided in the terms and conditions between you and Samsung, Samsung may treat inquiries and defects (hereinafter ‘Case’) that you submit to this portal as follows:

(a) Samsung will send several notification emails when any updates happen in your case. Then your cases may be solved and answered by Samsung, the resolution report will be automatically sent to the email address you registered.

(b) Samsung can close cases, without prior notice to you, without any confirmation from you in case that you don’t express any feedback whether or not to agree with the resolution report within 5 business days after a resolution report submission.

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 voluntary 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. Confidentialtly

7.1 You and Employer agree to maintain in trust and protect the confidentiality of Samsung’s technical and business information which comes into possession or is observed by during the course of using this Site, which is of a confidential or proprietary nature or which you or Employer have reason to believe should be treated as such.

7.2 You warrant that you 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 parties.

8. Indemnification

You agree to indemnify, defend, and hold harmless Samsung, its affiliates, its contractors, employees, and agents from any claims, losses, damages, liabilities (including legal fees and expenses) arising out of your use of the Site, your violation of the rights of any third party, or any breach of these Terms.

9. Applicable Law

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of Korea without reference to its conflict of law provisions. You acknowledge and agree to comply with any and all applicable laws and regulations in using the Site, including, without limitation, all applicable export restriction laws and regulations.

10. Binding Arbitration

If a dispute, controversy, or difference arising in any way from this Terms or your use of the Site is not amicably settled, it shall be subject to arbitration proceedings under the arbitration rules of the International Chamber of Commerce in English language held in Seoul, Republic of Korea. Notwithstanding the foregoing, Samsung may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. 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

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 maximum extent permitted by applicable 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). In no event shall Samsung be liable to you, Employer or any third-party for any indirect, extraordinary, exemplary, punitive, special incidental or consequential damages (including loss of data, revenue, profits or other economic advantage) however arising, whether for breach or in tort even if Samsung has previously advised of the possibility of such possible damage. Nothing in these Terms shall limit Samsung’s liability for fraud, or for personal injury or death caused by Samsung’s negligence. Subject to above, Samsung’s total financial liability to You and Employer arising from or in connection with these Terms, use of the Site or Samsung Materials shall not exceed the amount received by Samsung or Samsung’s affiliate specifically for the use of this Site.

14. Termination and Suspension

14.1 Except for the Other Agreements, you and/or Employer may terminate these Terms at any time by cancelling your User account or by providing written or electronic notice to Samsung. 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.

14.2 Samsung may, at any time, provide or make available updates or upgrades to the Site (“Updates”), including without limitation bug fixes, service enhancements, new features, deletion of existing functions, or modification of the Site. Updates will be governed by these Terms unless separate terms and conditions are provided with such Updates, in which case those separate terms and conditions shall govern the Updates.

14.3 Samsung expressly reserves the right to change, suspend, remove, terminate, limit the use of or disable the access to the Site or any portion thereof at any time without notice or liability, including but not limited to the following;

Samsung reserves the right to suspend, terminate or disable you access to your account for the Site upon termination or expiration of Other Agreement between Employer and Samsung.

If you violate these Terms, Samsung reserves the right to suspend, terminate or disable you access to your account for the Site without further notice or explanation. Samsung's preferred course of action is to advise you of your inappropriate behaviour and advise you of any corrective action. However, flagrant violations of these Terms as determined by Samsung in its sole discretion, will result in immediate termination of service.

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.

14.4 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 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 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.

16.4 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.

16.5 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.

16.6 You and Employer may not transfer, assign, convey (whether by contract or operation of law), charge or otherwise dispose of any part or all of these Terms which are 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.

[01-Jan-2019]

**Samsung Knox Enterprise FOTA Privacy Policy**

Effective: [ 01 Jan 2019 ]

Samsung Electronics Co., Ltd. along with our affiliates and subsidiaries (collectively, “Samsung,” “we,” “us,” “our”) knows how important privacy is to its customers and their employees and partners, and we strive to be clear about how we collect, use, disclose, transfer and store your information. This Privacy Policy provides an overview of our information practices with respect to personal information collected through Knox Enterprise-FOTA Services with commercial customers or other services that link or refer to this Privacy Policy (collectively, the "Business Services").

It is important that you check back often for updates to the Privacy Policy. If we update the Privacy Policy we will let you know about changes we consider to be material by placing a notice on this website or related online services and/or by email. You can check the “effective date” posted at the top to see when the Privacy Policy was last updated.

* What information do we collect about you?

We will collect various types of personal information in connection with the Business Services, such as:

•name and contact information (including e-mail address) of the customer’s employee (IT Administrator); IMEI, MAC address, model name, manufacturer name and firmware version of the devices which are registered on Samsung Knox E-FOTA Advanced server.

•any communications you send or deliver to us.

•We will collect information about the products and services you or your employer have bought or received and payment data and other information provided in connection with a transaction;

•We also may receive personal information about you from your employer or service provider or from publicly and commercially available sources (as permitted by law), which we may combine with other information we receive from or about you (as permitted by law, or otherwise with your separate consent).

* How do we use your information?

We may use information we collect for the following purposes:

•to provide products and services that you (or your employer) requested and to register or authenticate you or your device;

•to respond to your questions or requests for information;

•to offer better and more customized products and services that take into account your company’s purchasing history and service record and other relevant information;

•subject to your separate consent where required by applicable law, to inform you about new products and services;

•for assessment and analysis of our market, customers, products, and services (including asking you for your opinions on our products and services and carrying out customer surveys);

•to understand the way companies use the Business Services so that we can improve them and develop new products and services;

•to provide maintenance services and to maintain a sufficient level of security on the Business Services;

•to protect the rights, property, or safety of Samsung, or any of our respective affiliates, business partners, employees or customers, for example, in legal proceedings, internal investigations and investigations by competent authorities;

•otherwise with your separate consent where required by applicable law or as described to at the time your information is collected.

Samsung processes personal data for the purposes described above. Samsung’s legal basis to process personal data includes processing that is: necessary for the performance of the contract between you and Samsung (for example, to provide you with the Business Services and to identify and authenticate you so you may use certain Business Services); necessary to comply with legal requirements (for example, to comply with applicable accounting rules and to make mandatory disclosures to law enforcement); necessary for Samsung’s legitimate interests (for example, to manage our relationship with you and to improve the Business Services); and based on obtaining your separate consent (for example, to communicate with you about our products and services and provide you with marketing information), which may subsequently be withdrawn at any time by contacting us as specified in the How to Contact Us section of this Privacy Policy without affecting the lawfulness of processing based on consent before its withdrawal.

* To whom do we disclose your information?

We may disclose your information internally within our business to the relevant teams, such as, without limitation the customer services team, the legal team, and where you have chosen to receive marketing messages, to the marketing teams. We do not disclose your information to third parties for their own independent marketing or business purposes without your consent. But we may share your information with the following entities:

•Samsung affiliates and subsidiaries;

•third parties when necessary to provide you with requested products and services. For example, we may disclose your payment data to financial institutions as appropriate to process transactions that you have requested;

•companies that provide services for or on behalf of us, such as companies that help us with the billing process;

•other parties: (i) to comply with the law or respond to compulsory legal process (such as a search warrant or other court order); (ii) to verify or enforce compliance with the policies governing our Business Services; (iii) to protect the rights, property, or safety of Samsung, or any of our respective affiliates, business partners, or customers; (iv) as part of a merger or transfer, or in the event of a bankruptcy; (v) when we believe disclosure is necessary or appropriate to prevent physical or other harm or financial loss; (vi) in connection with an investigation of suspected or actual illegal activity;

•with other third parties when you request such sharing.

Submissions that you make to public areas of a website, mobile application, or other online service, such as bulletin boards may be viewable to other users of the Business Services. We do not control, and are not responsible for, how other users of the Business Services may use this information. For example, personal information that you submit in public areas could be collected and used by others to send you unsolicited messages or for other purposes.

* What do we do to keep your information secure?

We have put in place appropriate physical and technical measures to safeguard the information we collect in connection with the Business Services. However, please note that although we take appropriate steps to protect your information, no website, Internet transmission, computer system or wireless connection is completely secure.

* Where do we transfer your information?

Your use or participation in the Business Services may involve transfer, storage and processing of your information outside of your country of residence, consistent with this policy. Such countries include, without limitation, the Republic of Korea and State of German. Please note that the data protection and other laws of countries to which your information may be transferred might not be as comprehensive as those in your country. We will take appropriate measures, in compliance with applicable law, to ensure that your personal information remains protected. Such measures include the use of Standard Contractual Clauses to safeguard the transfer of data outside of the EEA. For more information on the safeguards we take to ensure the lawful transfer of your data to countries outside of the EU, or to obtain a copy of the contractual agreements in place, please contact us by visiting our Privacy Support page (www.samsung.com/request-desk).

* Your Choices

We offer you certain choices in connection with the personal information we obtain about you. To update your information, limit the communications you receive from us, or submit a request, please contact us as specified in the How to Contact Us section of this Privacy Policy.

The Business Services offer choices related to sharing certain information with the Business Services and deleting your data collected and stored for the Business Services. Please note that if you decline to allow the Business Services to collect or share certain information, you may not be able to use all of the features available through the Business Services.

* Can you access your information?

You may have the right to request details about the information we collect about you, to request us to correct inaccuracies in that information, to request access to your information, to object to or request the restriction of processing, to request the erasure or portability of your information. Under the laws of some jurisdictions, we may decline to process requests that are unreasonably repetitive, require disproportionate technical effort, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law. If you would like to make a request to access your information, please contact us by visiting our Privacy Support page (www.samsung.com/request-desk)..

If you request deletion of personal information, you acknowledge that you may not be able to access or use the Business Services and that residual personal information may continue to reside in Samsung's records and archives for some time in compliance with applicable law, but Samsung will not use that information for commercial purposes. You understand that, despite your request for deletion, Samsung reserves the right to keep your personal information, or a relevant part of it, in line with our data retention policy and applicable laws, if Samsung has suspended, limited, or terminated your access to the website for violating the Samsung Terms of Use, when necessary to protect the rights, property, or safety of Samsung, or any of our respective affiliates, business partners, employees or customers.

* How long do we keep your information?

We take appropriate steps to ensure that we retain information about you based on the following logic:

1. at least the duration for which the information is used to provide you with a service;

2. as required under law, a contract or with regard to our statutory obligations;

3. only for so long as is necessary for the purpose for which it was collected.

* Third-Party Links and Products on Our Services

Our Business Services may link to third-party websites and services that are outside our control. We are not responsible for the security or privacy of any information collected by websites or other services. You should exercise caution, and review the privacy statements applicable to the third-party websites and services you use.

* Cookies, Beacons and Similar Technologies

We, as well as certain third parties that provide content, advertising, or other functionality on our Business Services, may use cookies, beacons, and other technologies in certain areas of our Business Services.

*Cookies*

Cookies are small files that store information on your device. They enable the entity that put the cookie on your device to recognize you across different websites, services, devices, and/or browsing sessions. Cookies serve many useful purposes. For example:

•Cookies can remember your sign-in credentials so you don’t have to enter those credentials each time you log on to a service.

Cookies help us and third parties understand which parts of our Business Services are the most popular because they help us to see which pages and features visitors are accessing and how much time they are spending on the pages. By studying this kind of information, we are better able to adapt the Business Services and provide you with a better experience.

•Cookies help us and third parties understand which ads you have seen so that you don’t receive the same ad each time you access our Business Services.

•Cookies help us and third parties provide you with relevant content and advertising by collecting information about your use of our Business Services and other websites and apps.

When you use a web browser to access the Business Services, you can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Each browser is different, so check the “Help” menu of your browser to learn how to change your cookie preferences. The operating system of your device may contain additional controls for cookies.

Please note, however, that some Business Services may be designed to work using cookies and that disabling cookies may affect your ability to use those Business Services, or certain parts of them.

*Other Local Storage*

We, along with certain third parties, may use other kinds of local storage technologies, such as Local Shared Objects (also referred to as “Flash cookies”) and HTML5 local storage, in connection with our Business Services. These technologies are similar to the cookies discussed above in that they are stored on your device and can be used to store certain information about your activities and preferences. However, these technologies may make use of different parts of your device from standard cookies, and so you might not be able to control them using standard browser tools and settings. For information about disabling or deleting information contained in Flash cookies, please click here.

*Beacons*

We, along with certain third parties, also may use technologies called beacons (or “pixels”) that communicate information from your device to a server. Beacons can be embedded in online content, videos, and emails, and can allow a server to read certain types of information from your device, know when you have viewed particular content or a particular email message, determine the time and date on which you viewed the beacon, and the IP address of your device. We and certain third parties use beacons for a variety of purposes, including to analyze the use of our Business Services and (in conjunction with cookies) to provide content and ads that are more relevant to you.

* How to Contact Us

You can contact us to update your information, correct your information, submit a request, or ask us questions.

The easiest way is through the [ tech.efota@samsung.com ].

You can also contact us at:

Data Controller

Samsung Electronics Co., Ltd.

129, Samsung-ro, Yeongtong-gu,

Suwon-si, Gyeonggi-do 16677, Republic of Korea

Samsung Electronics has offices across Europe, so we can ensure that your request or query will be handled by the data protection team based in your region.

If you have any specific questions, please contact us (EU Data Controller) at:

European Data Protection Officer

Samsung Electronics (UK) Limited

Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS

You can also contact us by visiting our Privacy Support page (www.samsung.com/request-desk).

You may lodge a complaint with a supervisory authority if you consider our processing of your personal data to infringe applicable law. Contact details for all EU Supervisory Authorities can be found at: (https://ec.europa.eu/newsroom/article29/item-detail.cfm?item\_id=612080).