



SAMSUNG TRADE-IN PROGRAM

TERMS

SUPPORT

BUSINESS

Hi, LIVIU!



These Samsung Trade-In Program Terms ("Terms") are an agreement between you and Samsung Electronics America, Inc. ("Samsung"). By participating in the Trade-In Program, you accept these Terms.

1. Overview

Subject to these Terms, you may trade in your eligible Samsung smartphone ("Trade-in Device") and receive a credit from Samsung to use toward the purchase of a new Galaxy S8 or S8+. This Trade-In Program is only available for Galaxy S8 or S8+ smartphones purchased online directly from Samsung via Samsung's website at www.samsung.com.

When you place your order, Samsung's website will display a Trade-In Value based on the particular model device you select as your Trade-in Device. The Trade-In Value displayed is subject to receipt by Samsung of your Trade-in Device, in good condition as provided in these Terms. You may incur additional charges if you do not send your Trade-In Device to Samsung within fifteen (15) days of receiving your new device or if your Trade-In Device is not in good condition. See Sections 4 and 5 below for further details.

When you complete your order, Samsung will ship your new Galaxy S8 or S8+ to you. You should activate your new device and transfer your data, contacts, etc., before you ship your Trade-In Device to us. You can transfer your information from the Trade-In Device to your new device using Samsung Cloud, a data cable, or any of the other methods described in the documentation that accompanies your new device. You must then ship your Trade-In Device to Samsung.

2. Ship Us Your Trade-In Device

Samsung will provide a shipping label and instructions to send us your Trade-In Device. You must follow the instructions Samsung provides, including using any traceable shipment method required by Samsung. If you lose or discard the shipping label, please contact us. Your Trade-In Device must be returned within fifteen (15) days after the date you receive your new Galaxy S8 or Galaxy S8+ under the Trade-In Program. Samsung will consider your Trade-In Device received as of the date you give it to Samsung's authorized shipping provider with the prepaid return label Samsung sent you. By shipping the device to Samsung, you agree to transfer title and ownership of the device to Samsung. You disclaim any and all right, title or interest in and to the Trade-In Device, including the right

to sell, dispose, or otherwise collect, where applicable, the its value. You should ship only the Trade-In Device to Samsung. Discard accessories you no longer need in accordance with your local trash and recycling regulations. No trade in value is offered on anything other than your Trade-In Device itself.

3. Remove Your Data and Unlock Your Trade-In Device

You must remove all data, including all confidential and personal data, from your Trade-In Device before returning it to Samsung. To do so, you should return the device to its factory settings within the settings menu of the device. It is your sole responsibility to back-up any files or data from your Trade-In Device that you wish to retain prior to performing a factory data reset and before trading in your Trade-In Device. Samsung does not accept any responsibility or liability for any lost files or data or disclosure of private information that has not been removed from your Trade-In Device prior to return. Refer to the user manual or support page on Samsung's website for how to do a factory reset on your Trade-In Device. In addition, make sure that you remove all accessories, covers, cases, locks, SIM cards and memory cards before sending the device to Samsung. Any such items sent with your Trade-In Device will not be returned.

4. Additional Charges May Apply

If you do not return your Trade-In Device to Samsung within fifteen (15) days after the date you receive your new Galaxy S8 or Galaxy S8+, then Samsung will charge you for the full amount of the Trade-In Value that was applied to the purchase of your new Galaxy S8 or S8+ ("Non-Return Charge"). If your Trade-In Device is not in good condition as described in Section 5 below, then Samsung will value it at twenty five dollars (\$25.00) and charge you the Trade-In Value that was applied to the purchase of your new Galaxy S8 or S8+ smartphone minus the twenty-five dollar (\$25.00) value ("Device Condition Charge"). You agree to pay the Non-Return Charge or the Device Condition Charge if either such charge applies. If applicable, you authorize Samsung to charge the Non-Return Charge or the Device Condition Charge to the same credit card or other payment method you used to purchase your new Galaxy S8 or S8+. If you do not have sufficient credit available, Samsung will notify you and you must provide an alternative payment method.

5. Good Condition

Samsung will determine, in its sole judgment, whether your Trade-In Device is in good condition. A Trade-In Device is in "good condition" if it:

- Powers on and holds a charge;
- Has a functioning display;
- Has no breaks or cracks or other visible defects that go beyond normal wear and tear;
- Is not on a black list of any kind; AND

- Has Reactivation Lock, Google FRP, or any other anti-theft protection software disabled.

6. Your Trade-In Device Cannot Be Returned to You

Samsung cannot return your Trade-In Device to you, even if you return your new Galaxy S8 or Galaxy S8+ within the applicable return period.

7. Devices Eligible for Trade-In

You may trade in only one (1) device under this Trade-In Program for each Galaxy S8 or Galaxy S8+ you purchase.

Eligibility and Trade-in value is carrier specific and may vary depending on the time of purchase. Trade-in value is based on the particular model device you select as your Trade-In Device as well as which device you are purchasing. Additionally, if you are purchasing an unlocked device, trade-in values will vary. Please refer to our website for the most up to date information on eligible devices and Trade-in value.

8. Other Important Terms

- The Trade-In Program is offered and administered by Samsung.
- The Trade-In Program is only available to individuals who will use their Galaxy S8 or Galaxy S8+ for personal, household, or family uses.
- You must be at least eighteen (18) years old to participate in the Trade-In Program.
- If you bought your Trade-In Device using an installment payment plan, lease, or other financing plan offered by Samsung or by a third party (such as your wireless service provider) you are responsible for any and all remaining payments under such installment payment plan, lease, or other financing plan.
- The Trade-In Program cannot be combined with any other promotions, discounts, or offers unless specifically provided for in the terms and conditions of such offers.
- By participating in the Trade-In Program, you understand and agree that it may be necessary for Samsung, its subsidiaries and agents, to collect, process, transmit, maintain, share, and use certain of your personal information, such as your name, address, and information related to your method of payment, to perform the service and support obligations under the Trade-In Program. You may receive Trade-In Program-related communications from Samsung, its subsidiaries and agents, such as notices regarding additional charges described in Section 4. You may also receive requests to participate in surveys or marketing communications from Samsung and/or its Affiliates related to the Trade-In Program or other offers. At all times, Samsung will treat your information in accordance with the Samsung Privacy Policy, available at www.Samsung.com/privacy.

- If any provision (or part of any provision) of these Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- A copy of these Terms will be emailed to you. If you do not have an email account, you should retain a copy of these Terms and any sales receipt or other materials relevant to your purchase provided to you. You may also review the most recent version of these Terms by visiting <http://www.samsung.com/us/explore/samsung-Trade-In-program/#termsconditions>.
- Samsung reserves the right to substitute, change, cancel or add to any part of these Terms at any time, including terminating the Trade-In Program or modifying these Terms.
- We reserve the right to decline or cancel your participation in the Trade-In Program, with or without advance notice, if we believe that your participation is enabling a fraudulent or illegal purpose.
- The Trade-In Program is available only to customers residing in the fifty U.S. states and the District of Columbia and is not available in other locations.
- Neither Trade-In Program eligibility nor the Trade-In Value offered by Samsung are transferrable to any other person or entity.
- You may return the Galaxy S8 or Galaxy S8+ you purchased under this Trade-In Program in accordance with Samsung's Returns and Refunds Policy. If a refund is owed to you, the refund will be credited to you using the same payment method that you used when you completed your initial order with us.

9. DISPUTE RESOLUTION

Any dispute you may have with Samsung arising out of or relating to the Trade-In Program or these Terms shall be governed by the Arbitration Agreement (including its 30-day opt-out provision) included in the Samsung Terms and Conditions that apply to the new Samsung Galaxy S8 or S8+ device you purchased using the Trade-In Program. For more information about your rights, obligations, opt-out opportunities and the full terms of the Arbitration Agreement, see www.samsung.com/us/Legal/phone-HSGuide, the printed materials enclosed in the box, or the Legal section of the settings menu of the new Samsung Galaxy S8 or S8+ device you purchased using the Trade-In Program (typically in the "About Device" or "About Phone" section). As stated in such Arbitration Agreement, you agree that any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's claim related to the Trade-In Program, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action.

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