

UPICK END USER LICENSE AGREEMENT

This End User Licence Agreement (the “**Agreement**”) is a legal agreement between you and Samsung Electronics Nordic AB (“**Samsung**”) for software, owned by Samsung and its affiliated companies and its third party suppliers and licensors, that accompanies this Agreement, which includes computer software and may include associated media, printed materials, “online” or electronic documentation in connection with your use of this device (“**Software**”).

Please read this Agreement carefully before using the uPick software, as this Agreement contains important information. uPick offers a platform for recommending offers, discounts and other advantages to its users such as discounted subscriptions and premium content on your mobile telephone or other devices as authorised by Samsung and its partners from time to time. Samsung is not responsible or liable for the content or offers presented in the uPick software.

By using and/or installing the uPick software, you are deemed to have consented to the Agreement and you agree to comply with it. Otherwise, you may not use this software. Please do not use or install this software if you do not agree on the terms and conditions of this Agreement.

1. General matters

Subject to the terms and conditions of this Agreement, Samsung will grant you a license to use the uPick software (the “**uPick Application**”). This means that Samsung does not sell the uPick Application to you. In addition, all rights that are not expressly identified as yours hereunder shall belong to Samsung or the parties to which Samsung grants such license (the “**Samsung Licensee**”). Rights offered herein are limited to the intellectual property right of the uPick Application and other patent rights or intellectual property rights are not included. You own the device which carries or stores the uPick Application. However, the proprietorship of the uPick Application belongs to Samsung or the Samsung Licensee. The terms of this Agreement will govern any software upgrades provided by Samsung that replace and/or supplement the original uPick Application, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

2. License

Subject to the terms and conditions of this Agreement, you are granted a limited, revocable, non-exclusive license to install and use the uPick Application.

3. Restriction of license

You are not allowed to arbitrarily modify, translate, disassemble, decompile, or re-engineer a part or the whole of the uPick Application (except to the extent expressly allowed under the applicable law). Any attempt to do so shall be deemed as a violation of the rights of Samsung and its licensors of the uPick Application.

4. Transfer

You are not allowed to lease, rent, or resell the uPick Application or license.

5. Consent for data collection, use and transfer

In order to verify that you are using uPick Application in accordance with the Agreement and to provide software updates, product support and other services, Samsung may regularly gather information as to the following: the device and the software that you are using, technical information on the network, software errors, downloads and customer information (i.e. usage patterns such as languages, location information as to the country or the city in which you are using the software, running time, frequencies and connection method). Samsung collects this information without breaching your privacy and it is only to provide you with better services and application updates. The

data collected may be transferred to a server located in another country, including outside of the EU/EEA. By accepting the terms and conditions of this Agreement you consent to the collection, use, storage and transfer of the aforementioned data. You can stop this at any time by modifying the settings even after you agree on the disclosure of such information.

6. uPick service

Various graphics, images, audio clips, wording or trademarks contained in the presented offers and/or the uPick Application (the “**Service**”) may expose information on Samsung or individual ownership information of the Samsung Licensee. As such information or materials are protected by copyrights, related intellectual property rights, or laws you are allowed to use the information and materials only within the permitted scope thereof.

You are not allowed to reproduce any part of the Service regardless of type or method. Also, you should not modify, rent, lease, or sell it, nor carry out any related secondary works.

Samsung reserves the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Samsung be liable for the removal of or disabling of access to any such Services. Samsung may also limit the use of or the access to certain Services, in any case and without notice or liability.

7. Termination

This Agreement is effective until its termination. You can terminate this Agreement by deleting, removing, or uninstalling the uPick Application. Should you not comply with terms and conditions of this Agreement, your rights under this Agreement will be automatically terminated without a prior notice from Samsung. You should immediately stop using the whole of the uPick Application upon termination and (if possible) uninstall the uPick Application from your device.

8. Disclaimer of warranties

To the extent not prohibited under applicable laws, Samsung does not provide any warranty related to the accuracy, trustworthiness, or stability of uPick Application or the Services. In addition, Samsung shall not be responsible for any possible losses from the use of uPick Application or its disorder, or from any related security violation. Samsung shall not be responsible or liable for the content or offers presented in the uPick Application and the Service. The offers presented in the uPick Application may be subject to separate terms and conditions set out by the providers of such offers, and Samsung shall not be responsible or liable in any way for such terms and conditions and/or any failure by you or the offer provider to adhere thereto.

You clearly state and agree that you use the uPick Application and the Service on your own responsibility and that you are entirely responsible for the satisfaction, performance, accuracy or effort as to the quality.

Except for limited warranties and to the maximum extent permitted under the applicable law, the uPick Application and the Service are offered "AS IS" without any other types of warranty. In addition, Samsung and the Samsung Licensee hereby disclaim all warranties and conditions with respect to the uPick Application and the Service whether express, implied or statutory including, without limitation to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, or non-infringement of a third party's rights.

Functions in the uPick Application and the Service may not satisfy all of your requirements. Errors may take place during the operation of the software or the service, but Samsung will carry out upgrade in accordance with its program modification schedules. However, this does not indicate that it will fix all software or service errors. Even if Samsung or the Samsung Licensee offer verbal or written information or advice, this shall not be deemed as provision or offer to provide any express or

implied warranty on the uPick Application or the Services.

9. Limitation of liability

To the maximum extent not prohibited by the applicable laws, in no event shall Samsung be held liable for any personal injury or any indirect, special, incidental or consequential damages or loss whatsoever including, without limitation, loss of profits, loss of data, business interruption or other commercial damage whether they are sustained from the use of uPick Application or the Service or any errors during the use, or regardless of the root cause that led to such problems. This is applied regardless of legal principles of liability (contracts, torts or others), or even if Samsung has been informed of a possibility of such damages in advance.

10. Governing law and severability

The Agreement is governed by Swedish law, excluding its conflict of law principles as well as the provisions of the "United Nations Convention of Agreements for the International Sale of Goods" as incorporated by national law. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. The parties shall treat any award made and all other matters pertaining to a dispute, controversy or claim hereunder as confidential information. Notwithstanding the above, a party is entitled to seek injunctive relief and other interim measures and Samsung is entitled to petition the competent courts and authorities in any relevant jurisdiction to enforce or secure claims of any payments due for deliveries made pursuant to the Agreement.

11. Entire agreement and controlling language

This Agreement composes entire agreement among parties to which Samsung grants the license and shall supersede all agreements made earlier or simultaneously. No amendment to or modification of this Agreement will be binding unless made in writing and signed by Samsung. Only the English version shall be deemed to be original, and any translation of this Agreement which shall be deemed to be unofficial may be provided in compliance with applicable laws and regulations. In case of any inconsistency between the English and other versions of this Agreement, the English version shall prevail.

12. Software update

In case the uPick Application is updated, Samsung may opt to make such update available to the end-users. Samsung disclaims any responsibilities that arise out of your negligence in the process of installing the update or due to the changes to the existing functions.

13. Copyright

Samsung or its licensor holds all copyrights and property rights for this uPick Application and its copies. All property rights and intellectual property rights of contents exposed to you through the use of this uPick Application belong to their owners, and is thus protected by related copyright laws or international treaties. This Agreement does not grant any license to such contents. Samsung holds all rights that are not expressly licensed to other parties.

14. Notices

In case of any questions or comments regarding this Agreement, please contact us at the below address or phone number.

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