

Terms and Conditions for Participation in the Samsung's Annual Upgrade Program

1. THESE TERMS

- 1.1 **What These Terms Cover.** These Terms and Conditions (the "Terms and Conditions") form a contractual relationship between you ("you" or "your") and Samsung Electronics Canada Inc (including its subsidiaries, affiliates, agents, vendors, and assigns) ("Samsung," "we," "us," "our") regarding your participation in the Samsung's Annual Upgrade Program on Samsung.com/ca ("Site"), ShopApp ("App") and Samsung Experience Stores ("SES") (collectively "Program Locations"), which provides you with the ability to purchase an eligible Samsung Galaxy Device ("Existing Galaxy Device" or "device") with 1-Year or 2-Year term financing and apply Device Return Value, as defined in section 3, to lower your monthly payments (the "Program").
- 1.2 **Why You Should Read Them.** Please read these Terms and Conditions carefully if you would like to take part in the Program. These Terms and Conditions tell you who we are, the terms and conditions of Program and other important information. All the information, communications, software, scripting, photos, text, video, graphics, music, sounds, images and other materials and services found on the available Program Locations (collectively "Content"), is owned by Samsung and is intended for the lawful use of your participation in the Program. You acknowledge that Samsung reserves the right in its sole discretion to refuse or terminate access to the Program at any time. This Program and its entire contents, features and functionality are owned and managed by Samsung, however, Samsung's third-party provider, Assurant Services Canada Inc. ("Assurant"), is responsible for providing shipping labels, inspection of all devices, and assessment of devices (per Sections 6 and 8 below).
- 1.3 **Taking out a Loan:** As part of the Program, you will be required to submit an application for an Equal Monthly Payment Plan ("EMP Plan") and Deferred Payment Plan ("Deferred Plan") from Flexiti Financial Inc. ("Flexiti"), as outlined in sections 3 and 5, respectively. Make sure you have read and agreed to the terms of the information provided to you by Flexiti prior to entering into your loan agreement.
- 1.4 **Acceptance of Terms:** Further, you acknowledge you have read and agree to be bound by these Terms and Conditions and to comply with all applicable laws and regulations, including without limitation Canada export and re-export control laws and regulations. By your participation in the Program, you agree to each of the Terms and Conditions set forth. You further agree to comply with all local laws, regulations and rules regarding online conduct and Content. You represent you have the legal authority to accept these Terms and Conditions on behalf of yourself or any party you legally represent. If you do not agree to these Terms and Conditions, you will be prohibited from participating in the Program.
- 1.5 **Scope and Effective Date of Terms and Conditions:** These Terms and Conditions apply to your participation in, and continued use of, the Program.
- 1.6 **Entire Agreement, Severability, Applicable Law and Limitation of Actions:** These Terms and Conditions govern your participation in the Program and constitute the entire agreement between you and Samsung superseding any prior agreements (if any) between you and Samsung relating to the Program. If any provision of these Terms and Conditions is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any local, provincial or federal court, such invalidity shall not affect the enforceability of any other provision of the Terms and Conditions. The failure of Samsung to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

By participating in Program, you agree that the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of laws principles,

will apply to and govern all matters relating to the use of the Program, and you agree that any litigation shall be subject to the non-exclusive jurisdiction of the provincial or federal courts in the Province of Ontario.

Claims Barring: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Program, or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

1.7 **Section Titles:** Section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect.

1.8 **Limitation of Liability:** Any and all transactions processed at the Program Locations offering the Program are exclusively the responsibility of Samsung and you. To the fullest extent permitted by applicable law, Samsung will not be liable for any damages of any kind arising out of or relating to the use or the inability to participate in Program, its content or links including the Content and the Program Locations, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, line failure, lost profits and all other direct, indirect, special, incidental, exemplary or consequential damages even if Samsung has been advised of the possibility of such damages. Notwithstanding the foregoing, except as may otherwise be provided by applicable law, your exclusive remedy and the total liability of Samsung to you for all losses, damages, and causes of action, including but not limited to those based on contract, tort, or otherwise, arising out of your participation in Program, its content or links, shall not exceed the amount you paid to access the Program.

To the fullest extent permitted by applicable law, neither Samsung nor any Samsung's third-party provider, including but not limited to Assurant or Flexiti, will be liable to you for any damages resulting or relating directly or indirectly from your voluntary participation in the Program, including, but not limited to, damage, loss or theft of the used device during shipping, or damages due to loss of data.

1.9 **Restrictions on Use of Content:** © Copyright 2025 Samsung Electronics Canada Inc. All Rights Reserved. The unauthorized copying, displaying or other use of any Content from the Program Locations is strictly prohibited and is a violation of applicable law. You acknowledge that the Content is protected in Canada and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other proprietary rights law (collectively, "Rights"). In addition to Samsung's rights in individual elements of the Content, Samsung, or its licensors, own a copyright in the selection, coordination and arrangement of the Content. You are hereby granted permission to access the Content from the Program Locations in whole or in part, solely for the purposes of your participation in Program and related services found on the Program Locations. This permission terminates automatically if you breach any of these Terms and Conditions. Neither title nor any intellectual property rights are transferred to you, but remain with Samsung, who owns full and complete title. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert any software that may be included as part of the Content to a perceivable form. Samsung does not grant you any permission to use the Content other than the permission expressly stated in these Terms and Conditions. All other use of Content from the Program Locations, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Program Locations (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in

part, or downloading and using software repeatedly for uses other than those expressly permitted is strictly prohibited.

- 1.10 **Accuracy and Revisions to Content:** Samsung may modify, suspend, withdraw or discontinue, temporarily or permanently, the Content, in whole or in part, at any time without notice. You agree that Samsung shall not be liable to you or to any third party for any modification, suspension, withdrawal or discontinuance of the Content. These Terms and Conditions may be revised at any time by updating this posting. By using or visiting the Program Locations, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then current Terms and Conditions to which you are bound
- 1.11 **Currency:** All amounts mentioned hereunder are in Canadian dollars.
- 1.12 **Prohibited Conduct.** If you choose to participate in this Program, or a promotion or other Samsung sponsored activity on the Program Locations ("Program Locations Activity"), you agree to comply with any rules or regulations governing such Program Locations Activity. Additionally, as a condition of your continued participation in the Program Locations Activity, you agree not to: (1) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (2) harm minors in any way; (3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Program Locations Activity; (5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (9) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; (10) "stalk" or otherwise harass another person or entity; or (11) collect or store personal data about other users. You agree that violation of any of the foregoing, which shall be determined in Samsung's sole discretion, will result in your immediate disqualification from participation in the Program Locations Activity, and may result in additional legal actions being taken by Samsung.
- 1.13 **Eligibility:** The Program is open only to legal residents of Canada. You must be the age of majority or older in the province or territory in which you reside in order to participate. The Program may be made available to customers shopping through the education / student program or the internal or external Employee Purchase Program (EPP) at Samsung's sole discretion.
- 1.14 **Rejection of Program Transactions:** Samsung and/or Assurant and/or Flexiti, as the case may be, have the right to reject any Program transactions where (1) the Existing Galaxy Device is submitted by anyone other than the owner of the Existing Galaxy Device; (2) the Existing Galaxy Device does not meet the condition requirements as stated in Sections 6 and 8; or (3) there appears to be fraudulent intentions, or any other violation of these Terms and Conditions. For the purpose of these Terms and Conditions, "Existing

Galaxy Device” means your Galaxy Device that you have financed through the Program. Flexiti retains the absolute right and sole discretion to reject any Program transaction or application for an EMP Plan and Deferred Plan (collectively “Credit Agreement”) based on its credit policies and criteria, the terms of its applicable cardholder agreement, or any other Flexiti policy or practice. These Terms and Conditions govern your relationship with Samsung concerning the Program and do not, in any way, supersede, limit, or otherwise bind Flexiti or in any way modify the terms of any separate Credit Agreement or Cardholder Agreement between you and Flexiti.

- 1.15 **Termination of Access to the Program:** You agree that Samsung in its sole discretion, may terminate or restrict your use or access to Program for any reason, including, without limitation, that Samsung believes you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions, the terms, conditions, or rules of a sweepstakes, contest, or other promotion contained within the Program Locations.
- 1.16 **Termination of the Program:** We may at our sole discretion choose to discontinue the Program at any point in time for new purchases without notice.

2. HOW TO CONTACT US

- 2.1 **How to contact us.** If you have any questions about the Program or these Terms and Conditions, please contact us at Samsung Electronics Canada Inc., 2050 Derry Road West, Mississauga, ON, L9T 0B9, Call: [1-855-254-4747](tel:1-855-254-4747) or Email: info.seca@samsung.com.
- 2.2 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes the sending of emails.

3. Overview of Program

- 3.1 **How to take part in Program.** When placing your order for a new Galaxy Device, you may be able to take part in Program by (i) selecting the relevant option on the Site or App, or (ii) consulting with a Samsung Experience Store representative in SES and following their instructions. Participation in the Program is subject to successfully applying for a new Credit Agreement (including passing any relevant credit checks and other regulatory checks) with our chosen credit provider (for further details, see section 5 below). Taking part in Program means that you will enter into a Credit Agreement, as defined below, with our chosen credit provider, to finance the cost of the new Galaxy Device. Charges and interest may apply.
- 3.2 **Credit Agreements.** Under the Program, you have the ability to purchase an eligible Samsung Galaxy Device with (i) 1-Year Credit Agreement (as defined in section 5 below) or (ii) 2-Year Credit Agreement (as defined in section 5 below) and receive Device Return Value, as applicable, to lower your monthly payments.
- 3.3 **Guaranteed Residual Value:** If you enter into a Credit Agreement with Flexiti, then you will be eligible to defer up to 50% of the Galaxy Device’s MSRP under a Deferred Plan (“Device Return Value”). The Device Return Value is only available as part of the Program for the Samsung Galaxy Device. Device Return Value has no cash value, is single use only, cannot be applied to any future transactions, and is non-refundable.

The Device Return Value will be determined as follows:

- (a) **50% of the Galaxy Device’s MSRP, before taxes, on successfully completing the purchase of the Galaxy Device under the Program with 1-Year Credit Agreement (as defined in section 5 below); or**
- (b) **35% of the Galaxy Device’s MSRP, before taxes, on successfully completing the purchase of the Galaxy Device under the Program with 2-Year Credit Agreement**

(as defined in section 5 below).

- 3.4 **Settling Your Device Return Value** . You will have to settle your Device Return Value by either: (i) returning the Existing Galaxy Device within ninety (90) Calendar days from 12 months or 24 months, as applicable, from the date you entered into your Credit Agreement to finance the Existing Galaxy Device (“Upgrade Period”), or (ii) paying your Device Return Value plus any accrued interest under the Deferred Plan as per the Credit Agreement.

If you choose to return the Existing Galaxy Device within the Upgrade Period, and you are in good standing under the terms of your Credit Agreement, then you will be eligible to re-enroll in the Program as per terms and conditions of the Program at the time.

Note: The Existing Galaxy Device must be returned during the Upgrade Period.

- 3.5 **Samsung Products eligible for the Program** - Galaxy Z Series (Galaxy Z Flip7 and Fold7) (“Galaxy Device”) are eligible to enrolled under the Program. The MSRP of each Galaxy Device for the purpose of the Program is set out below:

MSRP	Z Series Fold	Z Series Flip
	Galaxy Z Fold7	Galaxy Z Flip7
128GB	N.A.	N.A.
256GB	\$2,499.99	\$1,462.99
512GB	\$2,679.99	\$1,642.99
1TB	\$3,039.99	N.A.

- 3.6 **Products not eligible for Program** – Any other smartphones or products, for example smart phone accessories, TVs, laptops, tablets, wearables, hearables, accessories, home appliances etc. are not eligible for the Program. Mobile data contracts are also excluded. Any products that are not eligible for the Program will need to be financed under the EMP Plan with the same 12 Month or 24 Month term as selected for the Program. However, any such additional products purchased will not be eligible for Device Return Value .
- 3.7 **Taxes:** Applicable taxes will be charged on the price of a Galaxy Device before the deduction of any Device Return Value at the time of purchase.
- 3.8 **Other than as specified in these Terms and Conditions, Samsung’s standard Terms and Conditions of Sale** (which can be found [here](#)) will govern your purchase of the handset and any other products purchased from the Program Locations.

4. **PROVISION OF SAMSUNG CARE+**

- 4.1 For customers purchasing a Samsung Galaxy Device with a 1-Year Credit Agreement (as defined in section 5 below) :
- (a) The Program offers you a bonus 1-Year Samsung Care+ Standard Plan in accordance with Samsung Care+ Terms and Conditions which can found at <https://www.samsung.com/ca/offer/samsung-care-plus/>
 - (b) Customers must opt in Samsung Care+ and read and agree to Samsung Care+ Terms and Conditions as part of the Program journey when applying.
 - (c) Customers may not upgrade or modify the 1-Year Samsung Care+ Standard Plan to any other Samsung Care+ Plan.

- 4.2 For customers purchasing a Samsung Galaxy Device with 2-Year Credit Agreement (as defined in section 5 below):
- (a) Program offers you the option to purchase any Samsung Care+ Plans in accordance with Samsung Care+ Terms and Conditions which can be found at <https://www.samsung.com/ca/offer/samsung-care-plus/>.
 - (b) Any Samsung Care+ Plan purchased will be included in the EMP Plan finance loan.
 - (c) Customers must opt in Samsung Care+ and read and agree to Samsung Care+ Terms and Conditions as part of the Program journey when applying.
 - (d) If purchasing Galaxy Device under the Program on Site or in the App, customers must add Samsung Care+ Plan to their cart themselves before checkout. If purchasing Galaxy Device under the Program in SES, customers can purchase Samsung Care+ Plan with the Galaxy Device.

5. FINANCIAL TERMS

- 5.1 If you wish to take part in the **Program**, you will need to enter into a Credit Agreement with our chosen credit provider, Flexiti, and your application will be directed to them.
- 5.2 **For customers purchasing Galaxy Device via our Site or App, you will need to enter your details via our Site or App so that Flexiti can carry out any relevant credit and affordability checks. For customers purchasing Galaxy Device in SES, you will need to enter your details via Flexiti portal on a tablet provided by a Samsung Experience Store representative.** For further details on the use of your personal data as part of this process, please see section 13 below.
- 5.3 All credit is subject to status and only available to Canadian residents, with a Canadian Bank account and valid ID. By applying, you consent to a credit check being completed, which will appear on your credit file.
- 5.4 **If your Credit application is successful, you will enter into a Credit Agreement which includes a (i) 12-Month or 24-Month, as selected, EMP Plan agreement, and (ii) 16-Month or 28-Month, as applicable, Deferred Plan agreement on terms provided by Flexiti.**

If you select a 12-Month EMP Plan, then a 16-Month Deferred Plan will be added to your Credit Agreement ("1-Year Credit Agreement"). If you select a 24-Month EMP Plan, then a 28-Month Deferred Plan will be added to your Credit Agreement ("2-Year Credit Agreement").

EMP Plan: Subject to terms of the Flexiti cardholder agreement, any amount financed under an EMP Plan is based on (i) purchase amount of Galaxy Device, plus applicable taxes, less Device Return Value and (ii) promotional plan term length of 12-Month or 24-Month, as selected.

Deferred Plan (Quebec Residents): Subject to terms of the Flexiti cardholder agreement, any amount financed under a Deferred Plan is based on Device Return Value, as applicable, and promotional plan term length of 16-Month or 28-Month, as applicable. *No interest is payable during the promotional period of 16-Month or 28-Month, as applicable, however, interest at the account annual interest rate applicable under the cardholder agreement to regular credit purchases accrues from the transaction posting date and the accrued interest will be charged to your account if the promotional balance is not paid in full by the promotion's expiry date and any outstanding balance which was subject to the promotion will be treated as a regular credit purchase. Minimum monthly payment applies and will be shown on your monthly statement.*

Deferred Plan (Rest of Canada Residents): Subject to terms of the Flexiti cardholder agreement, any amount financed under a Deferred Plan is based on Device Return Value, as applicable, and promotional plan term length of 16-Month or 28-Month, as applicable. *No interest is payable during the promotional period of 16-Month or 28-Month, as applicable, however, interest at the account annual interest rate applicable under the cardholder agreement to regular credit purchases accrues from the transaction posting date and the accrued interest will be charged to your account if the promotional balance is not paid in full by the promotion's expiry date and any outstanding balance which was subject to the promotion will be treated as a regular credit purchase.*

6. Returning And / Or Upgrading Your Existing Galaxy Device

6.1 For Galaxy Device purchased under the Program from Site or App: To confirm your eligibility to return your Existing Galaxy Device, you will need to enter your IMEI on the www.galaxyupgrade.ca website and answer the questions on Existing Galaxy Device condition. If eligible, you will be able to download a prepaid shipping label and instructions for shipping your Existing Galaxy Device to Assurant during the Upgrade Period. **The Existing Galaxy Device must be shipped using the prepaid shipping label no later than the end date of the Upgrade Period.**

For Galaxy Device purchased under the Program from SES: To confirm your eligibility to return your Existing Galaxy Device, you will need to meet with a Samsung Experience Store representative within the Upgrade Period to complete a physical assessment of your Existing Galaxy Device. If eligible, Samsung Experience Store representative will accept your Existing Galaxy Device. **The Existing Galaxy Device must be returned to the Samsung Experience Store representative no later than the end date of the Upgrade Period.**

6.2 You acknowledge that: (1) you understand you are returning the Existing Galaxy Device in consideration for the Device Return Value being applied towards your outstanding loan balance under your Deferred Plan; (2) by returning the Existing Galaxy Device, you are transferring full ownership rights to Samsung's third-party provider, Assurant; (3) you understand the Existing Galaxy Device will not be returned to you, except as otherwise permitted under section 8.1 below; (4) you are responsible for preparing the Existing Galaxy Device for return prior to shipping or visiting a Samsung Experience Store as outlined in section 6.3 below.

6.3 Before returning your Existing Galaxy Device to Assurant or to a Samsung Experience Store, please ensure that you back up any photos, files and other data stored in the Existing Galaxy Device; remove the SIM card and any memory card; erase all personal data; remove any software locks that you have installed, and perform a factory reset. All accounts must be removed or turned off. This includes, but is not limited to, Find My Mobile and Reactivation Lock for Samsung Galaxy devices, Samsung Knox, Samsung Account, and Google Account.

6.4 Return your Existing Galaxy Device only. Any packaging, whether original or new, and any accessories that you choose to return with your Existing Galaxy Device will be disposed of, cannot be returned to you, are of zero value and will not alter the Device Return Value.

6.5 Failure to return Existing Samsung Galaxy Device: Failure to return your Existing Samsung Galaxy Device during the Upgrade Period will mean that Samsung will no longer be able to apply any Device Return Value payment, as applicable, towards the outstanding loan balance under your Credit Agreement. You will remain liable for making any payments, plus any accrued interest, under your Credit Agreement.

6.6 We will not accept a device that is reported as lost or stolen. However, if you have enrolled in Samsung Care+, and your Galaxy Device is repaired or replaced through

Samsung Care+, the repaired or replaced device will be accepted under the Program as long as it meets the required conditions listed in Section 8. Otherwise, you will need to pay back the Device Return Value after the end of your 1-Year Credit Agreement or 2-year Credit Agreement term, as applicable.

- 6.7 **If your Galaxy Device is replaced through Samsung Care+ Plan, when you initiate the return of your device through the Galaxyupgrade.ca website, you may be required to provide additional information, including, but not limited to (a) proof of purchase of Galaxy Device under Program, (b) proof of purchase of Samsung Care+ Plan for the Galaxy Device purchased under the Program, (c) proof of Service Request raised for the Galaxy Device, (d) IMEI of Galaxy Device purchased under the Program and (e) IMEI of replaced Galaxy Device** On receipt of the Existing Galaxy Device, Assurant will ensure that it is wiped of all personal or other data. **We are not able to recover any data you had stored on an Existing Galaxy Device that has been sent to Assurant.**

- 6.8 **Return of Used Device or Content Therein:** Once you ship your Existing Galaxy Device to Assurant, the transaction is final and cannot be cancelled, and the Existing Galaxy Device will not be returned to you, except as otherwise permitted under section 8.1 below. There will be no substitutes or replacements provided.

If you return your new Samsung Galaxy Device in accordance with the Samsung return policy and you have already shipped your Existing Samsung Galaxy Device to Assurant, the Existing Samsung Galaxy Device will not be returned to you and we will make the final settlement payment, equivalent to applicable Device Return Value, on the Deferred Plan of your existing Credit Agreement.

7. EXISTING GALAXY DEVICE INSPECTION & FINAL SETTLEMENT PAYMENT ON YOUR BEHALF

- 7.1 Your Existing Galaxy Device will be assessed and inspected by Assurant to verify that it is eligible to be returned under the Program.
- 7.2 Subject to meeting the requirements outlined in Section 8 below and provided you are up to date with all payments under the Credit Agreement (including any interest or other charges due), Samsung will apply Device Return Value, as applicable, towards the outstanding loan balance of your Deferred Plan under your current Credit Agreement. At this point, ownership of the Existing Galaxy Device will pass from you to Assurant.

8. EXISTING GALAXY DEVICE CONDITION REQUIREMENTS

- 8.1 Your Existing Galaxy Device must meet the following conditions:

- (a) the serial/IMEI number must be verifiable and has not been removed, altered or defaced;
- (b) the casing and internal components are intact and not in a condition that would prevent the serial number/IMEI number from being verified;
- (c) the device is owned by you;
- (d) device malfunction or damage, if any, is not due to improper or intentional installation or removal of any parts or components, or improper or intentional equipment modification; and
- (e) any Mobile Device Management solution or Knox solution which would prevent access to the device must be disabled.

If any of the above conditions are not met, your Existing Galaxy Device will not be eligible for return. If you shipped your device to Assurant, your Existing Galaxy Device will be sent back to you within 5 business days. You will remain responsible for making any payments under the existing Credit Agreement (including the final settlement payment and any accrued interests).

- 8.2 If your Existing Galaxy Device is discovered to be blacklisted, or appears on a lost/stolen

register, you will be notified within 5 business days of receiving the Existing Galaxy Device. Retention of your device is required by law until the blacklist or lost/stolen register is updated to the effect that your Existing Galaxy Device is no longer present on the blacklist or lost/stolen register. If the Existing Galaxy Device remains blacklisted or on the lost/ stolen register 60 days after you were notified, the Existing Galaxy Device will be destroyed. You will remain responsible for making any payments under the existing Credit Agreement (including the final settlement payment and any accrued interests).

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 9.1 In order to participate in Program, Samsung will share your contact information with its third parties and vendors including Flexiti and Assurant, in accordance with Samsung's Privacy Policy available at <https://www.samsung.com/ca/info/privacy/>.
- 9.2 Please note that, in order to take part in the Program, you must have a Samsung Account.
- 9.3 **In order to apply for/ enter into the Credit Agreement, we will pass your personal information to certain third-party companies including but not limited to Flexiti in order for them to facilitate and provide this finance product to you.** In order to extend credit to you, these organizations may pass your personal information to credit reference agencies and they may keep a record of any search that they do. In the course of applying for a Credit Agreement, you will be redirected to the websites of these organizations. Flexiti will process your personal data in accordance with their privacy policies, which can be found on their websites.
- 9.4 In order for Assurant to be able to send you the waybill necessary for you to send your Existing Samsung Galaxy Device to them, we will also pass your name and other required details to Assurant.
- 9.5 **We will only share your personal information with other third parties where the law either requires or allows us to do so.**