

Work Authorization Form



Terms and Conditions

1. **Authorizing Work.** You authorize Samsung to perform the work described in the Service Estimate ("Service") on the device identified on the front of this form ("Your Device"), subject to these Terms of Service. If Your Device is in warranty, then the terms of Samsung's Standard Limited Warranty also apply and will control if there is any conflict with these terms. In particular, if the Warranty Status of Your device shown on the front of this Service Authorization is "In Warranty" and Samsung determines upon further inspection that the issue with Your Device is not covered by the Standard Limited Warranty (for example, there is damage caused by exposure to liquid), then additional charges not shown in the Service Estimate may apply or Samsung may determine the damage is not repairable. If out-of-warranty damage is repairable, Samsung will notify you of the additional charges prior to starting work on your device. Service on Your Device will not begin unless and until you authorize the additional charges.

2. **Data on Device.** You are solely responsible for backing up any data on Your Device and deleting, encrypting or otherwise protecting your data from unauthorized use. Samsung will not back up or restore your data, and is not responsible for any data that is lost or corrupted. Samsung will access data on Your Device as needed to make repairs, and will treat it in accordance with applicable laws. Samsung will connect Your Device to a Wi-Fi network (secured or unsecured) during the device diagnostic evaluation. Samsung shall not be liable for any instances of leaked and/or synced user data while connected to Wi-Fi and/or the Mobile Network.

3. **Samsung Responsibilities & Limited Warranty:** Samsung may, at Samsung's sole option, use rebuilt, reconditioned, or new parts or components when repairing Your Device. Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced devices will be warranted for a period equal to the remainder of the original Limited Warranty on the original device or for ninety (90) days, whichever is longer. Unless otherwise required by law, all replaced devices, parts, components, boards and equipment shall become the property of Samsung, and you waive all rights you may have under state or other laws to the replaced device or repaired or replaced parts. Subject to paragraph 2 above regarding data, Samsung will be responsible to the extent provided under applicable law for the physical safekeeping of Your Device while in Samsung's possession for service. If Your Device is lost or damaged while it is in Samsung's possession for service, Samsung will repair Your Device or replace it with an equivalent device, which at Samsung's option may be new or refurbished. If you fail to pick up your device or otherwise arrange for its return after repeated efforts to contact you, after ninety (90) days following the completion of repairs Samsung may treat the device as abandoned, and may dispose of the property in its sole discretion in accordance with applicable provisions of law, including sale to recoup administrative and repair costs.

4. **LIMITATION OF LIABILITY.** THE LIMITED WARRANTY STATED IN PARAGRAPH 3 ABOVE SETS OUT THE FULL EXTENT OF SAMSUNG'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING WORK PERFORMED OR PARTS SUPPLIED BY SAMSUNG IN CONNECTION WITH THE SERVICE ON YOUR DEVICE. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY. IN NO EVENT SHALL SAMSUNG BE LIABLE FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT DUE FOR THE SERVICE, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

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5. No Modification. No agent, employee, dealer, representative or reseller is authorized to modify these Terms of Service, to extend the Limited Warranty above or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of Samsung regarding the Service.

6. You understand and agree Samsung will collect Meta - Data logs during diagnostic evaluation to improve overall future functionality of diagnostic tool and symptom evaluation in the repair process. The data collected will be used solely by Samsung to enhance and improve this process, may be shared with Samsung affiliates, and will not be distributed further without your consent, except as required by applicable law. Data types that may be collected from your device include: device phone number, device model number, device IMEI, device serial number, downloaded applications & their respective settings and host applications & their respective settings.

7. Applicable Law & Dispute Resolution. The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms of Service will be governed by the law of the State of New York, without reference to its choice of laws principle; ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THE SERVICE SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. Any such dispute shall not be combined or consolidated with a dispute involving service provided to any other person or entity, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes, and is entered pursuant to the Federal Arbitration Act. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Terms of Service. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. This arbitration provision also applies to claims against Samsung's employees, representatives and affiliates if any such claim arises from the Service.

8. Arbitration Opt-Out. You may opt out of this dispute resolution procedure by providing notice to Samsung no later than 30 calendar days from the date of this Service Authorization. To opt out, you must send notice by e mail to optout@sea.samsung.com, with the subject line: "Arbitration Opt Out." You must include in the opt out e mail (a) your name and address; (b) the date of this Service Authorization; (c) the model name or model number of Your Device; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under "Settings;" (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable). Alternatively, you may opt out by calling 1 800 SAMSUNG (726 7864) no later than thirty (30) calendar days from the date of this Service Authorization and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the Service or the Limited Warranty above for parts and labor, and you will continue to enjoy the benefits of the Limited Warranty.

9. Personal information you provide on this form (such as an e-mail or mailing address) will be used only to fulfill the service you have requested; Samsung will not sell, rent, or otherwise disclose such information (except as needed to Samsung service vendors) without your prior approval or as required by applicable law.