SAMSUNG
Galaxy Watch

Terms & Conditions/ Health & Safety Information

Read this document before operating the mobile device, accessories, or software (defined collectively and individually as the "Product") and keep it for future reference. This document contains important Terms and Conditions. Electronic acceptance, opening the Product packaging, use of the Product, or retention of the Product constitutes acceptance of these Terms and Conditions.

Revised 05/19/18

- Arbitration Agreement
- Standard Limited Warranty
- End User License Agreement (EULA)
- Health & Safety Information

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Important Legal Information

READ THIS INFORMATION BEFORE USING YOUR MOBILE DEVICE.

Arbitration Agreement - This Product is subject to a binding arbitration agreement between you and SAMSUNG ELECTRONICS AMERICA, INC. ("Samsung"). You can opt out of the agreement within 30 calendar days of the first consumer purchase by emailing optout@sea.samsung.com or calling 1-800-SAMSUNG (726-7864) and providing the applicable information. For complete terms and conditions that bind you and Samsung, refer to the "Arbitration Agreement" section of this document.

Find Legal Information Online

The full Arbitration Agreement, Standard Limited Warranty, End User License Agreement (EULA), and Health & Safety Information for your device are available online:

Arbitration Agreement, Standard Limited Warranty, and Health & Safety Information:

English: **https://www.samsung.com/us/Legal/Gear-HSGuide/**

Intellectual Property

All Intellectual Property, as defined below, owned by or which is otherwise the property of Samsung or its respective suppliers relating to the Product, including but not limited to, accessories, parts, or software relating thereto, is proprietary to Samsung and protected under federal laws, state laws, and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship.

You may not infringe or otherwise violate the rights secured by the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from the software. No title to or ownership in the Intellectual Property is transferred to you. All applicable rights of the Intellectual Property shall remain with Samsung and its suppliers.

Open Source Software

Some software components of this Product, including but not limited to 'PowerTOP' and 'e2fsprogs', incorporate source code covered under GNU General Public License (GPL), GNU Lesser General Public License (LGPL), OpenSSL License, BSD License and other open source licenses. To obtain the source code covered under the open source licenses, please visit:

http://opensource.samsung.com.

Modification of Software

Samsung is not liable for performance issues or incompatibilities caused by your editing of registry settings, or your modification of Operating System (OS) software. Using custom OS software may cause your Product and applications to work improperly. Your carrier may not permit users to download certain software, such as custom OS.

Disclaimer of Warranties; Exclusion of Liability

The information below explains that a user accepts this Product as sold, including the hardware and software components as created and packaged for sale. If the user changes these parameters through a unique modification, Samsung will not be held responsible for damages or issues that result from these end-user changes.

Except as set forth in the Standard Limited Warranty that accompanies the Product, the purchaser takes the Product “as is”, and Samsung makes no express or implied

warranty of any kind whatsoever with respect to the Product, including but not limited to the:

- merchantability of the Product or its fitness for any particular purpose or use;
- design, condition or quality of the Product;
- performance of the Product;
- workmanship of the Product or the components contained therein; or
- compliance of the Product with the requirements of any law, rule, specification or contract pertaining thereto.

Nothing contained in the User Manual or any other document shall be construed to create an express or implied warranty of any kind whatsoever with respect to the Product. In addition, Samsung shall not be liable for any damages of any kind resulting from the purchase or use of the Product or arising from the breach of the express warranty, including incidental, special or consequential

damages, or loss of anticipated profits or benefits.

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Samsung Electronics Co., Ltd.

Section 1: Arbitration Agreement

THIS IS A BINDING LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) AND SAMSUNG ELECTRONICS AMERICA, INC. ("SAMSUNG"). ELECTRONIC ACCEPTANCE OF THE AGREEMENT, OPENING THE PRODUCT PACKAGING, USE OF THE PRODUCT, OR RETENTION OF THE PRODUCT CONSTITUTES ACCEPTANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER YOU ARE THE ORIGINAL PURCHASER, USER, OR OTHER RECIPIENT OF THE PRODUCT.

YOU AND SAMSUNG EACH AGREE THAT ALL DISPUTES BETWEEN YOU AND SAMSUNG RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE STANDARD LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCT 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 ANY OTHER PERSON'S OR ENTITY'S PRODUCT OR CLAIM, 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. The AAA Rules are available online at **adr.org** or by calling the AAA at 1-800-778-7879. This Agreement is entered into pursuant to the Federal Arbitration Act. This Agreement is entered into pursuant to the Federal Arbitration Act. The laws of the State of New York, without reference

to its choice of law principles, shall govern the application and interpretation of the Agreement and all disputes that are subject to this Agreement. The arbitrator shall decide all issues of interpretation and application of this Agreement.For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are $5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant Samsung its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or $50.00 of such fees, whichever is less, and Samsung shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive

of attorney fees and expert witness fees, exceed $5,000.00 (“Large Claim”) shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs to the extent allowed by the applicable law. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction.

This Agreement also applies to claims against Samsung’s employees, representatives, parents and other affiliates if any such claim relates in any way to or arises in any way from the Standard Limited Warranty or the Product’s sale, condition or performance.

You may opt out of this Agreement by providing notice to Samsung no later than 30 calendar days from the date of the first consumer purchaser’s purchase of the Product. 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 email (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; 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 30 calendar days from the date of the first consumer purchaser’s purchase of the Product and providing the same information. These are the only two forms of notice that will be effective to opt out of this Agreement.

Opting out of this Agreement will not affect in any way the benefits to which you would otherwise be entitled, including the benefits of the Standard Limited Warranty.

Section 2: Standard Limited Warranty

The full Standard Limited Warranty for your device is available online:

Online:

- English: **https://www.samsung.com/us/Legal/Gear-HSGuide/**

Section 3: End User License Agreement

The full End User License Agreement (EULA) for your device can be found in the Gear Manager application, which is required for operation of your device, and online at: **www.samsung.com/us/Legal/SamsungLegal-EULA-GEAR**

Section 4: Health & Safety Information

This section outlines important safety precautions associated with using your device. The terms “mobile device” or “cell phone” are used in this section to refer to your device. **Read this information before using your mobile device.**

For specific provisions or legal information relating to your device, please refer to the printed Terms & Conditions included with your device, or visit **www.samsung.com** and use the model number to locate the product support page.

Caution! If you feel discomfort while using the device, stop using it and remove it from your wrist. If your device becomes hot to the touch, please remove it until it cools.

Maintaining Water and Dust Resistance

Caution! To avoid electric shock and damage to your device, do not charge device while it is wet or in an area where it could get wet. Do not handle device, charger or cords with wet hands while charging.

This device is rated 5ATM.

Your device is water resistant up to 50 meters per ISO standard 22810:2010. Not intended for scuba diving. Avoid excessive, sudden temperature changes, and high velocity activities. Falls and shocks may breach integrity. After use in sea water, rinse in fresh water and dry device. Despite this classification, your device is not impervious to water damage in any situation. It is important that all compartments are closed tightly.

Follow these tips carefully to prevent damage to the device.

- Whenever your device gets wet, dry it thoroughly with a clean, soft cloth. Failure to rinse the device in fresh water and dry it as instructed may cause the device to suffer from operability or cosmetic issues.
- Do not expose the device to water at high pressure.
- If the device is dropped or receives an impact, the water and dust resistant features of the device may be damaged.

Military Specification

This device passed military specification (MIL-STD-810G) testing against specific conditions, including drops from 4.9 feet, extreme temperatures, dust, shock/vibration, and low pressure/high altitude. Device may not perform as described in all extreme conditions.

Heart Rate Sensor

When the Gear is synced with a compatible Samsung Health app, you can use additional features.

Caution! The information gathered from this device, Samsung Health, or related software is not intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment or prevention of disease.

The accuracy of the information and data provided by this device and its related software, including heart rate readings, may be affected by factors such as environmental conditions, skin condition, specific activity performed while using/wearing the device, settings of the device, user configuration/user-provided information, placement of the sensor on the body, and other end-user interactions. Please refer to the User Manual for more information on proper wear and use, or see **www.samsung.com/us/heartratesensor**

Specific Absorption Rate (SAR) Certification Information

Your device is a radio transmitter and receiver. It is designed and manufactured not to exceed the exposure limits for Radio Frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government.

These FCC RF exposure limits are derived from the recommendations of two expert organizations: the National Council on Radiation Protection and Measurement (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). In both cases, the recommendations were developed by scientific and engineering experts drawn from industry, government, and academia after extensive reviews of the scientific literature related to the biological effects of RF energy.

The RF exposure limit set by the FCC for wireless mobile devices employs a unit of measurement known as the Specific

Absorption Rate (SAR). The SAR is a measure of the rate of absorption of RF energy by the human body expressed in units of watts per kilogram (W/kg). The FCC SAR limit incorporates a substantial margin of safety to give additional protection to the public and to account for any variations in measurements.

SAR tests are conducted using standard operating positions accepted by the FCC with the device transmitting at its highest certified power level in all tested frequency bands. Although the SAR is determined at the highest certified power level, the actual SAR level of the device while operating can be well below the maximum reported value. This is because the device is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output of the device.

For more information about SAR, visit:

- **https://www.fcc.gov/general/radio-frequency-safety-0**
- **www.fcc.gov/encyclopedia/specific-absorption-rate-sar-cellular-telephones**

Before a new model device is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the SAR limit established by the FCC. Tests for each model are performed in positions and locations (for example, at the ear, worn on the body, or worn on the wrist) as required by the FCC. Use of other accessories may not ensure compliance with FCC RF exposure guidelines.

For typical operation, this device has been tested and meets FCC SAR guidelines.

The FCC has granted an Equipment Authorization for this device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.

The extremity SAR (wrist SAR) has been used for speaker and non-speaker modes at a 0 cm device distance from the body when worn in contact with the wrist.
Additionally, for speaker mode communication, the front of this device has been tested when worn on the wrist and positioned a minimum of 1.0 cm from the head.
The FCC safety limit for extremity SAR is 4.0 W/ kg (10g) and head SAR is 1.6W/kg (1g).
This device has FCC ID: A3LSMR800 and Model Number: SM-R800. The FCC ID is also printed somewhere on the mobile device. Depending on the device, you may need to remove the battery to find the FCC ID.
The wireless charger has FCC ID: A3LEPYO805 and Model Number: EP-YO805. This equipment complies with FCC Radiation exposure limits set forth for an uncontrolled environment. This device and its antenna must not be co-located or operating in conjunction with any other antenna or transmitter.

This equipment should be installed and operated with a minimum distance of 20cm between the radiator and your body.
SAR information for this and other devices can be found on the FCC website at:
www.fcc.gov/oet/ea/
Follow the instructions on the website to use the FCC ID to find SAR values for the device.
SAR information for this device can also be found on Samsung's website at:
www.samsung.com/sar

FCC Part 15 Information and Notices

Caution! Any device that uses Bluetooth or Wi-Fi is subject to FCC Part 15. Any device with a power supply is subject to Part 15 which also covers both intentional radiators (Bluetooth and Wi-Fi) and unintentional radiators (such as emissions from power supplies and circuit boards).

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes or modifications

not expressly approved by Samsung could void your authority to operate the device. This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Caution! This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular

installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

FCC Notice

The device may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the mobile device if such interference cannot be eliminated.

Samsung Mobile Products and Recycling

Warning: Never dispose of batteries in a fire because they may explode. Samsung cares for the environment and encourages its customers to properly dispose of Samsung Mobile Devices and Samsung accessories in accordance with local regulations. In some areas, disposal of these items in household or business trash may be prohibited.

Proper disposal of your Mobile Device and its battery is not only important for safety, it benefits the environment. We've made it easy for you to recycle your old Samsung Mobile Devices and batteries by working with respected take-back companies in every state in the country. Help us protect the environment - recycle!

For battery and cell phone recycling, go to **call2recycle.org** or call 1-800-822-8837. In addition, most carriers will provide a take-back option for proper



disposal of products when purchasing new products.
Dispose of other unwanted electronics through an approved recycler. To find the nearest recycling location, go to our website: **www.samsung.com/recyclingdirect** or call 1-877-278-0799.

GPS & AGPS

Certain Samsung Mobile Devices can use a Global Positioning System (GPS) signal for location-based applications. GPS uses satellites controlled by the U.S. Government that are subject to changes implemented in accordance with the Department of Defense policy and the 2008 Federal Radio navigation Plan (FRP). Changes may affect the performance of location-based technology on your mobile device.
Certain Samsung Mobile Devices can also use an Assisted Global Positioning System (AGPS), which obtains information from the cellular network to improve GPS performance.

AGPS uses your wireless service provider's network and therefore airtime, data charges, and/or additional charges may apply in accordance with your service plan. Contact your wireless service provider for details.

Your Location

Location-based information includes information that can be used to determine the approximate location of a mobile device. Mobile devices which are connected to a wireless network transmit location-based information. Additionally, if you use applications that require location-based information (e.g., driving directions), such applications transmit location-based information. The location-based information may be shared with third-parties, including your wireless service provider, applications providers, Samsung, and other third-parties providing services.

Use of AGPS in Emergency Calls

When you make an emergency call, the cellular network may activate AGPS technology in your mobile device to tell the emergency responders your approximate location.

AGPS has limitations and **might not work in your area.**

Therefore:

- Always tell the emergency responder your location to the best of your ability; and
- Remain on the mobile device for as long as the emergency responder instructs you.

Navigation

Maps, directions, and other navigation data, including data relating to your current location, may contain inaccurate or incomplete data, and circumstances can and do change over time. In some areas, complete information may not be available.

Therefore, you should always visually confirm that the navigational instructions are consistent with what you see before following them. All users should pay attention to road conditions, closures, traffic, and all other factors that may impact safe driving or walking. Always obey posted road signs.

Device Temperature

Caution! Some applications or prolonged usage may increase device temperature. Prolonged skin contact with a device that is hot to the touch may produce skin discomfort or redness, or low temperature burns. If the device feels hot to the touch, discontinue use and close all applications or turn off the device until it cools.

Always ensure that the device has adequate ventilation and air flow. Covering the device can significantly affect air flow, may affect the performance of the device, and poses a

possible risk of fire or explosion, which could lead to serious bodily injuries or damage to property. Covering the device can trap any dissipating heat and redirect it back to the device while it's active. Although the device might not currently be in full use, background applications and functions can generate heat that can accidentally be trapped when covered.

Restricting Children's Access to Your Mobile Device

Your device is not a toy. Do not allow children to play with it because they could hurt themselves and others, damage the device, or make calls that increase your mobile device bill.

Keep the device and all its parts and accessories out of the reach of small children.