

## Legal Information

Important legal information can be accessed in writing on the mobile device or on [www.samsung.com](http://www.samsung.com)

### **READ THIS INFORMATION BEFORE USING YOUR MOBILE DEVICE.**

**Samsung Limited Warranty** - This product is covered under the applicable Samsung Limited Warranty including its dispute resolution procedure.

Full written terms and detailed information about the warranty and obtaining service are available on the device at: Settings → About phone → Legal Information → Samsung legal or you may access the online version of the Health/Safety and Warranty guide for your device at:

- English: [www.samsung.com/us/Legal/Phone-HSGuide](http://www.samsung.com/us/Legal/Phone-HSGuide)
- Spanish: [www.samsung.com/us/Legal/Phone-HSGuide-SP](http://www.samsung.com/us/Legal/Phone-HSGuide-SP)

### **Location of Legal Information on the device:**

#### **Health and Safety Information**

- Settings → About phone → Legal information → Samsung legal → Health and Safety

#### **End User License Agreement (EULA)**

- Settings → About phone → Legal information → Samsung legal → End User License Agreement

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**Warning!** This product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, please call 1-800-SAMSUNG (726-7864).

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## 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 SAMSUNG Phone, including but not limited to, accessories, parts, or software relating thereto (the "Phone System"), 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>

## Disclaimer of Warranties; Exclusion of Liability

EXCEPT AS SET FORTH IN THE EXPRESS WARRANTY CONTAINED ON THE WARRANTY PAGE ENCLOSED WITH 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; THE DESIGN, CONDITION OR QUALITY OF THE PRODUCT; THE PERFORMANCE OF THE PRODUCT; THE 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 INSTRUCTION MANUAL 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.

## 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 SOFTWARE. USING CUSTOM OPERATING SYSTEM SOFTWARE MAY CAUSE YOUR DEVICE AND APPLICATIONS TO WORK IMPROPERLY. YOUR CARRIER MAY NOT PERMIT USERS TO DOWNLOAD CERTAIN SOFTWARE, SUCH AS CUSTOM OS.

IF YOUR CARRIER PROHIBITS THIS, IF YOU ATTEMPT TO DOWNLOAD SOFTWARE ONTO THE DEVICE WITHOUT AUTHORIZATION, YOU WILL BE NOTIFIED ON THE SCREEN THAT THE DEVICE WILL NO LONGER OPERATE AND BE INSTRUCTED TO POWER DOWN THE DEVICE. YOU MUST THEN CONTACT YOUR CARRIER TO RESTORE THE DEVICE TO THE CARRIER AUTHORIZED SETTINGS.

## Samsung KNOX

Samsung Knox™ is Samsung's security platform and is a mark for a Samsung device tested for security with enterprise use in mind. Additional licensing fee may be required. For more information about Knox, please refer to: [www.samsung.com/us/knox](http://www.samsung.com/us/knox). [030115]

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

This device is capable of operating in Wi-Fi™ mode in the 2.4 and 5 GHz bands. The FCC requires that devices operating within 5.15-5.25 GHz may only be used indoors, not outside, in order to avoid interference with Mobile Satellite Services (MSS). Therefore, this device is restricted from being used outdoors when operating in frequencies between 5.15-5.25 GHz.

## Specific Absorption Rate (SAR) Certification Information

Your wireless 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 phones 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 requires wireless phones to comply with a safety limit of 1.6 watts per kilogram (1.6 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 phone 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 phone while operating can be well below the maximum reported value. This is because the phone 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.

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 phone are performed in positions and locations (e.g. at the ear and worn on the body) as required by the FCC. For body-worn operation, this phone has been tested and meets FCC RF exposure guidelines when used with an accessory that contains no metal and that positions the mobile device a minimum of 1.5 cm from the body.

Use of other accessories may not ensure compliance with FCC RF exposure guidelines. The FCC has granted an Equipment Authorization for this mobile device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.

This device has a FCC ID number: A3LSMS978L [Model Number: SM-S978L] and the specific SAR levels for this device can be found at the following FCC website: [www.fcc.gov/oet/ea/](http://www.fcc.gov/oet/ea/).

The SAR information for this device can also be found on Samsung's website: [www.samsung.com/sar](http://www.samsung.com/sar).

SAR information on this and other model devices can be accessed online on the FCC's website through <http://transition.fcc.gov/oet/rfsafety/sar.html>. To find information that pertains to a particular model, this site uses the device FCC ID number which is usually printed somewhere on the case of the device. Sometimes it may be necessary to remove the battery pack to find the number. Once you have the FCC ID number for a particular device, follow the instructions on the website and it should provide values for typical or maximum SAR for a particular phone. Additional SAR information can also be obtained at [www.fcc.gov/encyclopedia/specific-absorption-rate-sar-cellular-telephones](http://www.fcc.gov/encyclopedia/specific-absorption-rate-sar-cellular-telephones).

## FCC Part 15 Information to User

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.

**Note:** 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.

## Commercial Mobile Alerting System (CMAS)

This device is designed to receive Wireless Emergency Alerts from CMAS. If your wireless provider has chosen to participate in CMAS, alerts are available while in the provider's coverage area. If you travel outside your provider's coverage area, wireless emergency alerts may not be available. For more information, please contact your wireless provider.

## Samsung Mobile Products and Recycling

Samsung cares for the environment and encourages its customers to recycle Samsung mobile devices and genuine Samsung accessories.

Proper disposal of your mobile device and its battery is not only important for safety, it benefits the environment.

Batteries must be recycled or disposed of properly.

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**Note:** Dispose of unwanted electronics through an approved recycler.

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We've made it easy for you to recycle your old Samsung mobile device by working with respected take-back companies in every state in the country.

Most carriers will provide a take-back option for products to be properly disposed when purchasing new products.

For battery recycling,  
go to ***call2recycle.org***  
or call **1-800-822-8837**.



### **Drop It Off**

You can drop off your Samsung-branded mobile device and batteries for recycling at one of our numerous Samsung Recycling Direct (SM) locations.

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**Note:** Samsung-branded devices and batteries will be accepted at these locations for no fee.

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To find the nearest recycling location, go to any of the following:

- [www.samsung.com/recyclingdirect](http://www.samsung.com/recyclingdirect) or call 1-877-278-0799.
- PLUG-IN to eCYCLING with EPA: [www.call2recycle.org/](http://www.call2recycle.org/)

### **Mail It In**

The Samsung Mobile Take-Back Program will provide Samsung customers with a free recycling mailing label.

For more information, go to: <https://pages.samsung.com/recycling/index.jsp> and follow the on-screen instructions or call 1-800-822-8837.

### ***Follow local regulations regarding disposal of mobile devices and batteries***

Dispose of your mobile device and batteries in accordance with local regulations. In some areas, the disposal of these items in household or business trash may be prohibited. Help us protect the environment - recycle!

Never dispose of batteries in a fire because they may explode.

### **GPS & AGPS**

Certain Samsung mobile devices can use a Global Positioning System (GPS) signal for location-based applications. A 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.**

## **Emergency Calls**

This mobile device, like any wireless mobile device, operates using radio signals, wireless and landline networks, as well as user-programmed functions, which cannot guarantee connection in all conditions, areas, or circumstances.

Therefore, you should never rely solely on any wireless mobile device for essential communications (medical emergencies, for example). Before traveling in remote or underdeveloped areas, plan an alternate method of contacting emergency services personnel. Remember, to make or receive any calls, the mobile device must be switched on and in a service area with adequate signal strength.

Emergency calls may not be possible on all wireless mobile device networks or when certain network services and/or mobile device features are in use. Check with local service providers. If certain features are in use (call blocking, for example), you may first need to deactivate those features before you can make an emergency call. Consult your User Manual and your local cellular service provider. When making an emergency call, remember to give all the necessary information as accurately as possible. Remember that your mobile device may be the only means of communication at the scene of an accident; do not cut off the call until given permission to do so.

### **To make an emergency call:**

1. If the mobile device is not on, switch it on.
2. Open your phone dialer.
3. Enter the emergency number for your present location (for example, 911 or other official emergency number), then tap **Call/Send**. Emergency numbers vary by location.

## FCC Hearing Aid Compatibility (HAC) Regulations for Wireless Devices

The U.S. Federal Communications Commission (FCC) has established requirements for digital wireless mobile devices to be compatible with hearing aids and other assistive hearing devices.

When individuals employing some assistive hearing devices (hearing aids and cochlear implants) use wireless mobile devices, they may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference noise, and mobile devices also vary in the amount of interference they generate.

The wireless telephone industry has developed a rating system for wireless mobile devices to assist hearing device users find mobile devices that may be compatible with their hearing devices. Not all mobile devices have been rated. Mobile devices that are rated have the rating on their box or a label located on the box.

The ratings are not guarantees. Results will vary depending on the user's hearing device and hearing loss. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated mobile device successfully. Trying out the mobile device with your hearing device is the best way to evaluate it for your personal needs.

**M-Ratings:** Wireless mobile devices rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than mobile devices that are not labeled. M4 is the better/higher of the two ratings. M-ratings refer to enabling acoustic coupling with hearing aids that do not operate in telecoil mode.

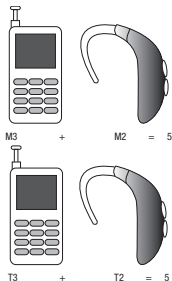
**T-Ratings:** Mobile devices rated T3 or T4 meet FCC requirements and are likely to generate less interference to hearing devices than mobile devices that are not labeled. T4 is the better/higher of the two ratings. T-ratings refer to enabling inductive coupling with hearing aids operating in telecoil mode.

Hearing devices may also be rated. Your hearing aid manufacturer or hearing health professional may help you find this rating. Higher ratings mean that the hearing device is relatively immune to interference noise.

Under the current industry standard, American National Standards Institute (ANSI) C63.19, the hearing aid and wireless mobile device rating values are added together to indicate how usable they are together. For example, if a hearing aid meets the M2 level rating and the wireless mobile device meets the M3 level rating, the sum of the two values equals M5.

Under the standard, this should provide the hearing aid user with normal use while using the hearing aid with the particular wireless mobile device. A sum of 6 or more would indicate excellent performance.

However, these are not guarantees that all users will be satisfied. T ratings work similarly.



The HAC rating and measurement procedure are described in the American National Standards Institute (ANSI) C63.19 standard.

### HAC for Newer Technologies

This phone has been tested and rated for use with hearing aids for some of the wireless technologies that it uses. However, there may be some newer wireless technologies used in this phone that have not been tested yet for use with hearing aids.

It is important to try the different features of this phone thoroughly and in different locations, using your hearing aid or cochlear implant, to determine if you hear any interfering noise. Consult your service provider or the manufacturer of this phone for information on hearing aid compatibility. If you have questions about return or exchange policies, consult your service provider or phone retailer.

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**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 with bedding, your body, thick clothing or any other materials that significantly affect air flow may affect the performance of the phone and poses a possible risk of fire or explosion, which could lead to serious bodily injuries or damage to property.

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### Restricting Children's Access to Your Mobile Device

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

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

## Warranty Information

SAMSUNG ELECTRONICS AMERICA, INC. ("SAMSUNG") warrants that SAMSUNG's devices and accessories ("Products") are free from defects in material and workmanship under normal use and service.

Samsung Electronics America, Inc  
85 Challenger Road  
Ridgefield Park, New Jersey 07660  
Phone: 1-800-SAMSUNG (726-7864)

## Standard Limited Warranty

This section outlines the warranty and EULA information for this device.

|                    |        |
|--------------------|--------|
| Device             | 1 Year |
| Battery(ies)*      | 1 Year |
| Other Accessories* | 1 Year |

\*If applicable.

## What is not covered?

This Limited Warranty is conditioned upon proper use of the Product.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by SAMSUNG; (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (e) ordinary wear and tear; (f) defects or damage resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG, including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this limited warranty; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; (i) defects or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Product; or (j) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the SAMSUNG device for which it is specified.

### **What are SAMSUNG's obligations?**

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, SAMSUNG will repair or replace the Product, at SAMSUNG's sole option, without charge. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.

Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of SAMSUNG. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

### **What must you do to obtain warranty service?**

To obtain service under this Limited Warranty, you must return the Product to an authorized phone service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase by the first consumer purchaser, the serial number of the Product and the seller's name and address.

To obtain assistance on where to deliver the Product, please call SAMSUNG Customer Care at 1-800-SAMSUNG (726-7864). If SAMSUNG determines that any Product is not covered by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You should keep a separate backup copy of any contents of the Product before delivering the Product to SAMSUNG for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service.

### **What are the limits on SAMSUNG's liability?**

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF SAMSUNG'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SAMSUNG BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, 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 THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is

authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of SAMSUNG regarding the Products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

### **What is the procedure for resolving disputes?**

ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS 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. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

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. 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 Product's sale, condition or performance.

**You may opt out of this dispute resolution procedure 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](mailto: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 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 dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.**

## Severability

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

## Precautions for Transfer and Disposal

If data stored on this device is deleted or reformatted using the standard methods, the data only appears to be removed on a superficial level, and it may be possible for someone to retrieve and reuse the data by means of special software.

To avoid unintended information leaks and other problems of this sort, it is recommended that the device be returned to Samsung's Customer Care Center for an Extended File System (EFS) Clear which will eliminate all user memory and return all settings to default settings. Please contact the **Samsung Customer Care Center** for details.

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**Important!** Please provide warranty information (proof of purchase) to Samsung's Customer Care Center in order to provide this service at no charge. If the warranty has expired on the device, charges may apply.

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No reproduction in whole or in part allowed without prior written approval. Specifications and availability subject to change without notice. [070115]

## End User License Agreement for Software

The EULA for this device can be found:

- Online at: [www.samsung.com/us/Legal/SamsungLegal-EULA4](http://www.samsung.com/us/Legal/SamsungLegal-EULA4).

Samsung and Samsung Galaxy E5 are both trademarks of Samsung Electronics Co., Ltd.