## GALAXY GUIDE END USER TERMS OF SERVICE Last Revised on September 2, 2025

These Terms of Service govern your access to and use of the artificial-intelligence chatbot tool ("<u>Chatbot</u>") provided by Samsung Electronics America, Inc. ("<u>Samsung</u>", "<u>we</u>" or "<u>us</u>"), and any content, tools, features and functionality offered on or through the Chatbot (collectively, the "<u>Chatbot Services</u>"), and constitute "<u>Additional Terms</u>" under Samsung's Terms of Use found here: www.samsung.com/us/common/legal/ (the "<u>Samsung Terms of Use</u>"). For purposes hereof, "Sites", as that term is used in the Samsung Terms of Use, shall include the Chatbot Services. The Samsung Terms of Use, together with these Additional Terms, will be referred to as the "Chatbot Terms".

Please read the Chatbot Terms carefully, as they include important information about your legal rights. The Chatbot Terms become binding and effective on you when you click "Agree" or a similar button or check box in the user interface of the Galaxy Guide. By clicking "Agree", you acknowledge and agree (among other things) that User Queries, Output (both defined below) and related personal information may be monitored, recorded, and shared in real time with our third-party chatbot agents or service providers.

You may use the Chatbot Services only if you are eighteen (18) years of age or older and capable of forming a legally binding contract under applicable law.

If you do not understand or agree to the Chatbot Terms, you should not click "Agree" (or you can click "Decline") in which case you will not be permitted to use the Chatbot Services.

## 1. The Chatbot Services.

## A. User Queries.

As a part of the Chatbot Services, you can input, upload and submit queries ("<u>User Queries</u>") into the Chatbot Services, and the Chatbot Services will use artificial intelligence knowledge management tools and functionalities (and not humans) to generate responses based on your queries ("<u>Output</u>").

Samsung does not claim any ownership interest in or to the User Queries. By using the Chatbot Services and uploading the User Queries, you grant us a license to (i) access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify the User Queries to operate, improve, promote and provide the Chatbot Services, including without limitation to reproduce, transmit, display, publish and distribute Output based on your User Queries and for any other lawful purpose, including without limitation advertising, marketing and promotional purposes by or on behalf of Samsung, and (ii) to incorporate your User Queries into Aggregated Datasets (defined below). You agree that these rights and licenses are fully paid-up, royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as the User Queries are stored with us), and include a right for us to make the User Queries available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Chatbot Services, including without limitation for advertising, marketing and promotional uses, and to otherwise permit access to or disclose the User Queries to our third-party chatbot agents and service providers. Some of our Services use technology designed and developed by third parties and may be transmitted externally, in real time or after a chatbot

session, to one or more of those third parties for the purpose of providing the Chatbot Services.

You acknowledge that Samsung may aggregate and de-identify User Queries ("Aggregated Datasets"), and grant third parties the right to do the same, and you hereby acknowledge and agree that, without limiting your rights in or to your individual User Queries, Samsung shall own all right, title and interest in and to any Aggregated Datasets.

- **B. Output.** You may not direct the Chatbot Services to generate any Output in violation of any applicable intellectual property right, contractual restriction or law, or to create harmful, offensive, discriminatory or misleading Output. You may not misrepresent the source of any Output or the fact that it was generated by artificial intelligence. You acknowledge that due to the nature of artificial intelligence tools, other users of the Chatbot Services may create and use their own Output that is similar to or the same as your Output, and you agree that such other users can use their own individually-created Output for their own internal, non-commercial purposes.
- C. Restrictions; Monitoring. Samsung may restrict access to the Chatbot Services, including without limitation the number and/or frequency of User Queries you are permitted to submit, in its sole discretion. Samsung may monitor your use of the Chatbot Services for any and all purposes, including without limitation to ensure compliance with applicable law and Samsung policies and guidelines.
- D. Risk of Use. The Chatbot Services use technology, designed and developed by one or more third parties for Samsung, that incorporates a third-party large language model. You acknowledge and agree that (i) the Output created using the Chatbot Services may be trained from a variety of sources, including without limitation licensed or unlicensed databases, libraries, and other third-party content, the origin and clearance of which Samsung may not be able to reasonably ascertain; (ii) Samsung cannot reasonably determine the elements and sources accessed or utilized by the Chatbot Services during the creation of the Output; (iii) while Samsung shall take reasonable efforts to comply with intellectual property laws, there is an inherent risk that the Chatbot Services and the Output created therefrom may include elements that infringe, misappropriate or otherwise violate third-party intellectual property rights, and (iv) without limiting Section 3 of these Chatbot Terms, you assume all risk relating to your use of the Chatbot Services, including without limitation risk that the Output created from your use of the Chatbot Services may infringe, misappropriate or otherwise violate the rights of one or more third parties.
- E. Third-Party Materials. The Chatbot Services may display, include or make available content, data, information, applications or materials from third parties ("Third-Party Materials") or provide links to certain third-party websites. Third-Party Materials include the open source software or other third-party software, such as third-party large language models, that are included in the artificial intelligence and machine learning models you access or use through the Chatbot Services. By using the Chatbot Services, you acknowledge and agree that Samsung is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. We do not warrant or endorse, and do not assume and will not have any liability or responsibility to you or any other person for, any third-party services, Third-Party Materials or third-party websites, or for any other materials, products, or services of third parties.

- 2. <a href="Privacy">Privacy</a>. To protect your privacy, please do not upload or enter any personal information into the Chatbot, including without limitation your name, address, phone number, email address, social security number or any other data that could be used to identify you. Any User Queries or personal information you provide, along with any Output or related connection and technical data, may be provided to our third-party chatbot agents and service providers who are allowed to collect and use such information only for Samsung's purposes. All usage of any of your information, content or data shall be consistent with the Samsung Privacy Policy, which can be found here: <a href="https://www.samsung.com/us/account/privacy-policy/">https://www.samsung.com/us/account/privacy-policy/</a>. You agree to enter into data protection agreements in the form and format provided by Samsung if required by privacy and data security laws.
- 3. <u>Output Disclaimer</u>. WITHOUT LIMITING ANY OF THE WARRANTY DISCLAIMERS IN THE SAMSUNG TERMS OF USE:

YOU ACKNOWLEDGE THAT PRODUCTS BUILT USING LARGE LANGUAGE MODELS MIGHT LACK GROUNDING AND FACTUALITY IN REAL-WORLD KNOWLEDGE. PHYSICAL PROPERTY OR ACCURATE UNDERSTANDING. THIS LIMITATION CAN LEAD TO MODEL HALLUCINATIONS WHICH MIGHT GENERATE OUTPUTS THAT ARE PLAUSIBLE-SOUNDING BUT FACTUALLY INCORRECT, IRRELEVANT, INAPPROPRIATE OR NONSENSICAL. YOU ACKNOWLEDGE THAT THE CHATBOT SERVICES MAY GENERATE OUTPUT CONTAINING OFFENSIVE, INCORRECT, BIASED OR INCOMPLETE NEITHER SAMSUNG, NOR ANY OF ITS LICENSORS, AGENTS, INFORMATION. OFFICERS, DIRECTORS OR EMPLOYEES, SHALL HAVE ANY RESPONSIBILITY OR LIABILITY TO YOU FOR INACCURATE, INCORRECT, BIASED OR INCOMPLETE OUTPUT, OR THE INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF THE RIGHTS OF ANY THIRD PARTY IN YOUR USE OF ANY OUTPUT. YOU SHOULD NOT RELY ON THE CHATBOT SERVICES OR ANY OUTPUT FOR ADVICE OF ANY KIND, INCLUDING WITHOUT LIMITATION MEDICAL, LEGAL, INVESTMENT, FINANCIAL OR OTHER PROFESSIONAL ADVICE. FOR THE AVOIDANCE OF DOUBT, NEITHER SAMSUNG, NOR ANY OF ITS LICENSORS, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES, TAKE ANY RESPONSIBILITY OR ASSUME ANY LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATE, UPLOAD, POST, SEND, RECEIVE OR STORE ON OR THROUGH THE CHATBOT SERVICES, INCLUDING WITHOUT LIMITATION ANY OUTPUT.

**4.** <u>Conflicts.</u> In the event of a conflict or inconsistency between the Chatbot Terms and the Samsung Terms of Use, the Chatbot Terms will govern, but solely with respect to the Chatbot Services.