

## PAYPAL TERMS OF USE FOR SAMSUNG PAY

Last updated on August 14, 2024

The following terms and conditions (these “Terms of Use”) govern your use of your PayPal Account (“PayPal Account” or “Account”) in Samsung Pay (“Samsung Pay”), as Samsung Pay is or may become available on any Samsung devices (including Galaxy phones and tablets, Gear watches, and other personal mobile devices) (“Devices”). These Terms of Use are a legal agreement between you and PayPal, Inc. (“we” or “PayPal”) and they supplement the PayPal User Agreement that governs your use of PayPal’s services, generally ([PayPal User Agreement](#)) and the [PayPal Balance Terms and Conditions](#) that govern your use of PayPal balance. They apply to you and anyone else you authorize to use your Account in Samsung Pay and govern all use of your Account in Samsung Pay. If there is a conflict between these Terms of Use and the PayPal User Agreement or PayPal Balance Terms and Conditions with respect to the use of your Account with Samsung Pay, these Terms of Use will control. You also agree to any upcoming changes to this Agreement described on the [Policy Updates](#) page at the time you accept this agreement (which changes will apply to you on the indicated effective date).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ADDING YOUR PAYPAL ACCOUNT TO SAMSUNG PAY, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE.

IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT ADD YOUR PAYPAL ACCOUNT TO SAMSUNG PAY.

- You are solely responsible for maintaining the confidentiality of your Device screen lock, Samsung account ID, passwords, passcodes, and any other means that you may from time to time have to access the application or your Account credentials. If you share these credentials with any other person, that person may be able to use your Account and get access to your personal and payment information available with Samsung Pay or other Samsung Properties.
- Call us immediately at the following number: (888) 221-1161 if you believe your Device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.
- These Terms of Use govern your access to and use of your Account in Samsung Pay only as

between PayPal and you. Samsung, your wireless carrier, and other third party services, applications or websites incorporated in Samsung Pay may have their own terms and conditions and privacy policies (“Third Party Agreements”) and you are also subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective websites.

While PayPal does not currently charge any fee solely for creating or using your Account to make purchases with Samsung Pay, you will be responsible for all fees that may be imposed by non-PayPal parties in connection with your use (such as data usage or text messaging charges imposed on you by your wireless carrier) and be subject to any restrictions those third parties may impose.

Also, in addition to these Terms of Use, your use of Samsung Pay to purchase goods and services using your Account is governed by the [PayPal User Agreement](#) and the [PayPal Balance Terms and Conditions](#).

## 1. ARBITRATION

The PayPal User Agreement contains an Agreement to Arbitrate that affects your rights with respect to your use of PayPal’s services. That arbitration provision applies as well to any disputes between you and us arising from these Terms of Use or use of your Account with Samsung Pay. By using your Account with Samsung Pay, you agree to be subject to and comply with the terms of these Terms of Use, and the [PayPal User Agreement](#) and the [PayPal Balance Terms and Conditions](#).

## 2. USE OF YOUR ACCOUNT IN SAMSUNG PAY

By agreeing to these Terms of Use and adding your PayPal Account to Samsung Pay, you are requesting that we provision to your Samsung Wallet a token that allows you to use your PayPal Account with Samsung Pay. Samsung Pay enables you to add your Account to Samsung Pay on your Device and permits you to use your Device to make (i) contactless payments at merchants’ contactless-enabled point-of-sale terminals or readers that accept contactless payments in the United States and territories and (ii) in-app, on website or other digital commerce payments at merchants participating in Samsung Pay.

When you select your Account to use with Samsung Pay, certain account information for your Account will be transmitted to and stored within your Device or on Samsung’s cloud platform. Once the account information for your Account has been stored on your Device, it is represented by a virtual representation of your Account within Samsung Pay. By adding your Account to Samsung Pay or selecting your Account as the default payment method in Samsung Pay, unlocking and/or placing your Device near a merchant’s contactless-enabled point-of-sale terminal or reader or using your Account for an in-app purchase, you are authorizing the payment for the merchant’s products or services with your Account with Samsung Pay. You may be able to use your Account with Samsung Pay even if you

do not have wireless service.

For each Account added to Samsung Pay, you may also view purchase transactions made through your Device with that Account within the past twelve (12) months. You may also view the last fifty (50) purchase transactions made by you with that Account, whether or not made using your Device. The information may include the date, purchase amount and merchant name associated with that past transaction(s). Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at restaurants and hotels). Samsung provides you with the option and ability to turn transaction notifications on and off within the Samsung Pay settings or your general Device settings. For additional information about your Account, please log into your account on the PayPal mobile app, paypal.com, or call the following number: 1-855-684-1966.

Purchases or other transactions you make with any of your Account are governed by the [PayPal User Agreement](#) and the [PayPal Balance Terms and Conditions](#). If a problem arises with the product or service you purchased through use of your Account, you first should try to resolve the problem directly with the merchant, but you may also have rights under the [PayPal User Agreement](#) or otherwise under applicable law. If you have any issues or questions related to the way you may add, delete or select your PayPal Account as your default payment method or use your Account in Samsung Pay, please call PayPal at: 1-855-684-1966. If you have any issues or questions related to Samsung Pay but not related to your PayPal Account, please refer to the general information and help documentation made available by Samsung.

### 3. TRANSACTIONS

You may use Samsung Pay to authorize transactions up to the amount of funds available in your Balance Account. Check the amount of funds available in your Balance Account by logging into your PayPal Account if you are not sure whether there are enough funds for a transaction. If the amount of any transaction, inclusive of any fees charged by us, Samsung, or by any third party exceeds the amount of funds available in your Balance Account, your transaction will be declined. If a transaction occurs that exceeds the amount of funds available in your Balance Account that we are unable to or otherwise fail to decline, you agree to repay the excess amount promptly.

When PayPal identifies a potentially high-risk transaction, your transaction may be declined.

Recurring or future payments you schedule with Samsung Pay are governed by the terms you agree to with the merchant.

If a purchase you make with Samsung Pay is not processed through the seller's PayPal Account, the terms of the [PayPal User Agreement](#) and the [PayPal Balance Terms and Conditions](#) related to sellers accepting PayPal will not apply, but you may still be protected by PayPal's Purchase Protection Program.

## 4. ELIGIBILITY

You must have the power, authority and capacity to accept these Terms of Use. You must have a PayPal Balance Account in good standing. If you are a minor under the laws of the jurisdiction in which you enter into this agreement (under 18 in most states), you must have obtained the consent of the PayPal accountholder to add your Account to Samsung Pay and, by using your Account within Samsung Pay, you acknowledge and agree that you have received that consent.

**You may use any United States-based PayPal account that is in good standing at the time of enrollment with Samsung Pay.** We may permit you to add the same PayPal Account to as many Devices as you want, provided you agree to these Terms of Use each time you add an Account to a Device. Also note that if you share your Device, Device lock (i.e., pattern, password, PIN or fingerprint) or other credentials with another person, they may be able to use your Account and get access to your personal and payment information available with Samsung Pay.

Please refer to the information or documentation made available by Samsung to learn about any additional limitations or restrictions imposed on Samsung Pay and for minimum software and hardware requirements.

## 5. THIRD PARTY AGREEMENTS AND SUPPORT

These Terms of Use only address the terms and conditions that apply to your use of your Account(s) with Samsung Pay. Samsung, your wireless carrier, and other third party websites, applications or services incorporated in Samsung Pay have their own Third Party Agreements and you are subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective sites or applications. PayPal is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Samsung's or any third party's products or services. For the sake of clarity, these Terms of Use do not apply to the use of an Account as a payment method in other Samsung Properties.

**It is your responsibility to read and understand the Third Party Agreements before creating, activating or using your Account in Samsung Pay.**

We are not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services (including any technology-related question you may have in connection with Samsung Pay or your Device). If you have any questions or issues with a third party product or service, including issues pertaining to the operation of your Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to Samsung Pay (other than questions or issues specific to the use of your PayPal Account in Samsung Pay) please contact Samsung or refer to the information or documentation they may make available from time to time.

## 6. FEES

We do not currently charge a fee for using your PayPal Account for purchases made using Samsung Pay. However, any fees normally associated with your use of the PayPal services (as described in the [PayPal User Agreement](#) and the [PayPal Balance Terms and Conditions](#)) continue to apply. In addition, notwithstanding anything to the contrary in these Terms of Use or in the PayPal User Agreement, when you use PayPal in Samsung Pay to make a purchase from a merchant located outside the fifty (50) U.S. states and the District of Columbia, you will be charged a 2.5% international transaction fee, regardless of whether the transaction requires a currency conversion. If the payment with PayPal in Samsung Pay does involve a currency conversion, Mastercard's foreign exchange rates will be applied. Please see the Mastercard Currency calculator for Mastercard's rates. We do not currently support ATM access to PayPal Accounts using Samsung Pay. You understand that Third Party Agreements may contemplate fees, limitations and restrictions which might affect your use of your Account(s) (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree to be solely responsible for all such fees and agree to comply with such limitations and restrictions.

## 7. PRIVACY AND SECURITY

### Privacy

#### *What PayPal Collects*

When adding your PayPal Account to Samsung Pay, we collect certain information from Samsung to verify your identity, to enable you to use your Account and facilitate your participation in Samsung Pay. You authorize PayPal to collect, use and share your information in accordance with the Privacy Policy for PayPal Services, as they may be amended from time to time, and which are available at [Legal Agreements for PayPal Services](#).

To facilitate your participation, also note that we will make certain account information relating to each PayPal Account you have selected to use with Samsung Pay available for display, including your most recent transaction data. You should know that merchants also provide certain transaction data relating to in-app purchases to Samsung made using an Account with Samsung Pay. If you do not want (i) PayPal to share your transaction data with Samsung; (ii) merchants to share with Samsung your transaction data relating to in-app purchases made using an Account with Samsung Pay; or (iii) your transaction history displayed in Samsung Pay, you must delete your Account from Samsung Pay. You agree that we may also collect and use technical data and related information, including, but not limited to, technical information about your Device gathered periodically to facilitate the updates to our services. We may use this information (i) as long as it is in a form that does not personally identify you, (ii) to improve our products or (iii) to provide services or technologies to you.

#### *Push Notifications*

You may receive push notifications from Samsung Pay from time to time reflecting your Account activity, including push notifications about your transactions displaying the name of the merchant at which you made the transaction and the transaction amount. If you do not wish to receive notifications, you may turn off these notifications within the Samsung Pay app or your Device Notifications settings. You can also manage the content of these notifications within your Device Settings to display or hide these details.

#### *What Others Collect*

PayPal is not responsible for Samsung Pay or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to Samsung in connection with Samsung Pay, or that is collected or accessed by Samsung in the course of your use of Samsung Pay, with your Account or otherwise, is subject to Third Party Agreements, and is not governed by our Privacy Policy or these Terms of Use.

#### *Devices with same Samsung Account*

If you add a PayPal Account to one of your Devices and have other Devices sharing the same Samsung account ("Other Devices"), Samsung may collect and use information related to your Account, permit that Account to be added to Other Devices and display on those Other Devices certain information associated with the Account.

In addition, if you delete your Account from Samsung Pay on any of your Devices, Samsung will continue to permit that Account to be used on other Devices on which you may have provisioned the same Account and in other Samsung Properties.

In each of these instances, your Account will not be added to any of your Other Devices unless you verify that Account with us on that device.

***Call us immediately at the following number: (888) 221-1161 if you believe your Device or your Device Lock or other credentials have been lost or stolen or someone has used or may use your Device or your credentials without your authorization. Also change your credentials immediately to avoid any unauthorized use of your PayPal Account or of your personal information. If you get a new Device, please be sure to delete all your card and other personal information from your prior Device.***

You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe.

Samsung Pay and your Device may contemplate certain security features and procedures to protect

against unauthorized use of any of your PayPal Account(s). These features and procedures are the sole responsibility of Samsung. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your PayPal Accounts.

### *Protecting your Device Lock, Samsung Passcodes and other Credentials*

You are solely responsible for maintaining the confidentiality of your Device lock, PayPal user ID, Samsung account ID, Samsung passcodes and other means you may from time to time have to access your PayPal Account(s). You should keep your Device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure. Subject to the [PayPal User Agreement](#) and the [PayPal Balance Terms and Conditions](#), you are responsible for all transactions made using your PayPal Account in Samsung Pay. If you share these credentials with any other person, they may be able to use your Account(s) and get access to your personal and payment information available with Samsung Pay or other Samsung Properties. Call us immediately at the following number: **(888) 221-1161** if you believe your Device, Device lock or other authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your Device or credentials without authorization.

While you may add more than one PayPal Account to a Device, we caution you against sharing your credentials with any other person and you should immediately notify us if someone has access to your Device or credentials that you have not authorized.

## 8. SUSPENSION; CANCELLATION

We reserve the right for any reason to discontinue supporting the use of any PayPal Account with Samsung Pay or other Samsung Properties. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of your Account in Samsung Pay at any time without notice and for any reason, including if you violate these Terms of Use or the [PayPal User Agreement](#), or the [PayPal Balance Terms and Conditions](#), if we suspect fraudulent activity, or as a result of the cancellation or suspension of your Account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of your Account.

PayPal may disqualify an Account or discontinue providing any services to any individual suspected of violating these Terms of Use or the Third Party Agreements related to Samsung Pay or other Samsung Properties in its sole and absolute discretion. We also caution you that ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, OR DAMAGE ANY ASPECT OF A PAYPAL ACCOUNT OR SAMSUNG PAY OR UNDERMINE THE LEGITIMATE OPERATION OF A PAYPAL ACCOUNT OR SAMSUNG PAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND PAYPAL RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

You may remove your PayPal token from Samsung Pay at any time by tapping "Remove Card" within the Samsung Pay wallet, by deleting your PayPal Account from Samsung within the PayPal mobile app or by calling us at 1-855-684-1966

## 9. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY PAYPAL ACCOUNT IN SAMSUNG PAY IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY PAYPAL ACCOUNT MADE AVAILABLE TO YOU WITH SAMSUNG PAY IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND PAYPAL, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY SUCH CARD OR USE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE, ON BEHALF OF OURSELVES AND OUR SUPPLIERS, ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY PAYPAL ACCOUNT, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A PAYPAL ACCOUNT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A PAYPAL ACCOUNT WITH SAMSUNG PAY WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PAYPAL, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF A PAYPAL ACCOUNT WITHIN SAMSUNG PAY DEPEND ON SAMSUNG, THE NETWORKS OF WIRELESS CARRIERS AND OTHER THIRD PARTY SERVICES, APPLICATIONS OR WEBSITES. PAYPAL DOES NOT OPERATE SAMSUNG PAY OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY ACCOUNT WITH SAMSUNG PAY, SUCH AS UNAVAILABILITY OF SAMSUNG PAY OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. PAYPAL DISCLAIMS ANY RESPONSIBILITY FOR SAMSUNG PAY OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A PAYPAL ACCOUNT WITHIN SAMSUNG PAY.

USE OF A PAYPAL ACCOUNT WITH SAMSUNG PAY INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS. BECAUSE WE DO NOT OPERATE OR CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. CHECK WITH SAMSUNG AND YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL



INFORMATION SENT TO OR FROM PAYPAL OVER THE INTERNET FROM YOUR DEVICE, WE RESERVE THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS WE SELECT.

WE MAKE NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE SAMSUNG PAYMENT SERVICES. WE ALSO ARE NOT RESPONSIBLE FOR YOUR DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME. PAYPAL DOES NOT HAVE ANY CONTROL OVER THE PRODUCTS OR SERVICES PROVIDED BY MERCHANTS WHO ACCEPT SAMSUNG PAY AS A PAYMENT METHOD, AND PAYPAL CANNOT ENSURE THAT A MERCHANT YOU ARE DEALING WITH WILL ACTUALLY COMPLETE THE TRANSACTION OR IS AUTHORIZED TO DO SO.

This Section 9 shall survive any termination of these Terms of Use.

## 10. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL PAYPAL, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY PAYPAL ACCOUNT WITH SAMSUNG PAY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTHING IN THESE TERMS OF USE SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR OR OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. Federal law and the laws of certain States or other jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Terms of Use.

This Section 10 shall survive any termination of these Terms of Use.

## 11. LICENSE

A VIRTUAL REPRESENTATION OF YOUR PAYPAL ACCOUNT(S) IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. PAYPAL RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use tokens and other credentials associated with your PayPal Account to make payments with your Device solely in accordance with these Terms of Use. The license is limited to use on any Device that you own or control and as permitted by any applicable Third Party Agreements. Such license does not allow you to use a PayPal Account(s) on any device that you do not own or control (or for which you do not have authorization to install or run Samsung Pay or add your PayPal Account, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any PayPal Account available over a network where it could be used by multiple devices at the same time.

Certain software that PayPal uses to allow you to use your Account with Samsung Pay has been licensed from third parties (each a "Third Party Licensor") that are not affiliated with PayPal. This limited right to use such software is revocable at the discretion of PayPal. PayPal and its Third Party Licensors retain all right, title and interest in and to the software used by PayPal to provide the ability for you to use your PayPal Account credentials in Samsung Pay and any modifications and updates thereto. You agree that you will not use any third-party materials associated with your Account or Samsung Pay in a manner that would infringe or violate the rights of any party, and that we are not in any way responsible for any such use by you. All third party intellectual property marks, including the logos of merchants, are the property of their respective owners.

You may not rent, lease, lend, sell, redistribute or sublicense any right to use your PayPal Account credentials with Samsung Pay or the Samsung Pay services. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any PayPal Account or Samsung Pay, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with the ability to use a PayPal Account with Samsung Pay). Any attempt to do so is a violation of the rights of PayPal and its Third Party Licensors. If you breach this restriction, you may be subject to a civil lawsuit, prosecution and damages. The terms of the license will govern any upgrades provided by PayPal that replace or supplement the services currently provided hereunder, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

You agree that the virtual representation of your PayPal Account in Samsung Pay or its credentials may be automatically updated or upgraded without notice to you. At any time, at our sole discretion and without prior notice, we may expand, reduce or suspend the type and/or dollar amounts of transactions allowed using your PayPal Account in Samsung Pay or change the enrollment process.

The license granted hereunder is effective until terminated by you or PayPal. Your rights will terminate automatically without notice from PayPal if you fail to comply with these Terms of Use or

if we terminate your use of your PayPal Account in any way. Upon termination of the license, you must cease all use of PayPal's services with Samsung Pay and delete any PayPal Accounts from Samsung Pay.

## 12. GOVERNING LAW

These Terms of Use, your use of any PayPal Account with Samsung Pay, and any claim, dispute or controversy arising from or relating to these Terms of Use or your use of any Account in Samsung Pay are governed by and construed in accordance with the laws of the State of California (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of these Terms of Use and the amounts contracted for, charged, and received under these Terms of Use, if any, will be governed by such laws. These Terms of Use are entered into between you and us in California. Subject to the arbitration provision in the PayPal User Agreement, you expressly agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to these Terms of Use or your use of any PayPal Account in Samsung Pay resides in the courts of Santa Clara, California and you further agree and expressly consent to the exercise of personal jurisdiction in such courts of California in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, employees, contractors, officers, directors, agents and content providers.

## 13. MISCELLANEOUS

Your access to and use of a PayPal Account in Samsung Pay is subject to all applicable, federal, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Terms of Use. These Terms of Use (including all agreements and policies referenced in these Terms of Use, which are not modified or superseded by these Terms of Use) set forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect. We may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or any part of it, to any other party. Any attempt by you to do so is void. These Terms of Use shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. There are no third-party beneficiaries to these Terms of Use, except that PayPal affiliates are third-party beneficiaries of these Terms of Use with the right to enforce them. If a dispute relates or arises from the subject matter of these Terms of Use and relates to any use of a PayPal Account in Samsung Pay, such dispute will be governed by the arbitration provision in the PayPal User Agreement applicable to the PayPal Account you most

recently added to Samsung Pay. The terms of this Section 13 will survive termination of these Terms of Use, together with any other terms which by their nature the parties contemplate should survive.

## 14. CHANGES TO THESE TERMS OF USE

We reserve the right to revise these Terms of Use at any time by posting a revised version at <https://www.paypal.com/us/legalhub/pppsamsungpay-tnc> and you are deemed to be aware of and bound by any changes to these Terms of Use by your continued access to or use of any PayPal Account in Samsung Pay. We will indicate that changes to these Terms of Use have been made by updating the date indicated after "Last Modified:" at the beginning of these Terms of Use. The revised version will be effective at the time we post it. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. If you accepted these Terms of Use prior to us posting notice of the changes on the PayPal Policy Updates page, such notice will be provided at least twenty-one (21) days before the applicable effective date. You will also be able to view the revised Terms of Use on your Device by accessing the Terms and Conditions tab in the Samsung Pay app or **PayPal Terms Of Use For Samsung Pay**. By continuing to use the Samsung Pay after any changes to these Terms of Use, you agree to abide and be bound by those changes. If you do not accept any revisions made to these Terms of Use, your sole and exclusive remedy is to cancel your use of and delete all PayPal Account(s) provisioned in Samsung Pay. However, if the change is made for security purposes, we can implement such change without prior notice. We may remove or suspend your PayPal Account from Samsung Pay at any time. Your termination of these Terms of Use does will not affect our rights or your obligations arising under these Terms of Use prior to termination. Additionally, please refer to Samsung's website for additional information around the product and their terms: [h https://www.samsung.com/us/apps/samsung-wallet](https://www.samsung.com/us/apps/samsung-wallet) .

## 15. COMMUNICATION

As a condition to activating and using your PayPal Account(s) in Samsung Pay, you consent to receive certain messages on your Device (i.e., SMS, MMS) from us. You also agree to receive notices and other communications from us by e-mail to the e-mail address on file for the relevant PayPal Account, posting within your online account, or through the messaging capabilities of Samsung Pay, although e-mail will be our primary method of communication to you.

To update the contact information we have on file for you, please go to the PayPal mobile app, [paypal.com](https://www.paypal.com), or call the following number: 1-855-684-1966.

## 16. INDEMNIFICATION

You shall indemnify and hold PayPal, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of any PayPal Account in Samsung Pay or (ii) any breach of the terms and conditions set forth in these Terms of Use by you or

other users of Samsung Pay using your PayPal Account credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We have the right to employ counsel of our choice to defend and control of any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.

As provided in the PayPal User Agreement, you are responsible for all uses of your PayPal account by third parties to whom you give access. You will also be responsible for all uses made by third parties you give access to, including if these third parties misuse any PayPal Account credentials in Samsung Pay.