

SAMSUNG PORTTABLE SOLID STATE DRIVE

FACTORY RESET

TERMS AND CONDITIONS

This Portable Solid State Drive (“PSSD”) Factory Reset Terms and Conditions (“Agreement”) is provided to you (“Client” or “you”) in connection with the Client’s engagement of [Hanaro Europe B.V.] (“COMPANY”) for factory reset services (“Services”). By soliciting and/or accepting the Services of COMPANY, you agree to be bound by and accept the terms of this Agreement. Please read this Agreement in its entirety. These terms set forth herein comprise the entire agreement between COMPANY and Client with respect to the Services.

Please fill out the information below to request the Service for your Samsung PSSD device (“PSSD”).

Model Number: []

Serial Number: []

1. Authorization and Consent

The Client hereby authorizes COMPANY or its employees, contractors, and agents (i) to conduct a factory reset of the Client’s PSSD which will restore the PSSD to its factory conditions, (ii) to erase all of Client’s media and other data stored in the PSSD, and (iii) to remove all settings, applications and data added by Client or other users. The Client also authorizes COMPANY to take any and all reasonable effort and measures necessary to perform the Services and other acts authorized herein.

The Client hereby represents, warrants, and affirms that he, she, or it is the owner or the authorized representative of the owner of the PSSD and all of the information and data stored in the PSSD and has the right to be in possession of all device/data/media furnished to COMPANY. The Client further agrees to defend, at its expense, indemnify, and hold COMPANY harmless against any third-party claims of ownership to the media, data, software and/or hardware of the PSSD provided by Client and to pay any cost, damages, or attorneys’ fees awarded against COMPANY resulting from Client’s breach of this Agreement.

2. Disclaimer

COMPANY MAKES AND CLIENT RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOODS OR SERVICES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CLIENT, AND COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

3. Limitations of Liability

COMPANY shall not be liable as a result of this Agreement or the performance of Services therein or any other related services, or evaluation of the possibility of providing the Services, for any claims regarding the physical functioning of the PSSD or media or the condition or existence of data on the PSSD supplied before, during or after Services. The Client understands and accepts that the Services cannot be guaranteed and is not promised or guaranteed by COMPANY.

IN NO EVENT WILL COMPANY OR ANY CONTRACTOR, EMPLOYEE, OR AGENT OF COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF DATA OR LOSS OF REVENUE OR PROFIT, HOWEVER CAUSED, IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES PROVIDED BY COMPANY OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES; EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS TO PERSONS OR PROPERTY AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

The Client and COMPANY agree that the sole and exclusive remedy for COMPANY's inability to successfully perform the Services shall be additional attempts by COMPANY to reset the PSSD. Client acknowledges the inherent risks of injury and property damage involved in performing the Services including those that may result from the negligence of COMPANY, and assumes any and all known risks of injury and property damage that may result. In no event will COMPANY be liable for loss of data on Client's media or hardware.

4. Governing Law and Disputes

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea (excluding conflict of law's provisions which may direct the application of another jurisdiction's laws). All disputes, controversies or claims between the parties arising out of or in connection with this Agreement (including its existence, validity or termination) shall be finally resolved by arbitration to be held in Seoul, Korea and conducted in English under the Rules of Arbitration of the International Chamber of Commerce. The arbitral award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration,

including the award, shall be held in confidence.

ACKNOWLEDGED AND AGREED:

CLIENT
Signature:
Name:
Title:
Date: