

TERMS OF USE

Welcome to the President Privilege Club Program app ("App"). Please read these Terms and Conditions ("**Terms**"), carefully before using the App. This App is provided by STORY for redeeming the reward points earned by eligible Members under the President's Club ("Program") by Samsung India Electronics Pvt. Ltd ("Samsung"). These Terms shall be deemed to be a legally binding contract between Story and the Member of Program. President's Club is a Program launched by Samsung for its select Dealers, who qualify to become the Members of the Program basis the criteria described therein.

By accessing the application, registering or availing Story's services as described below, you agree to be bound by the terms and conditions contained herein.

Enrolment into the Program as a Member and usage of App is only by Invitation.

The present Agreement is between the Dealers who are Members of the Program hereinafter referred to as "you" "your" or "Member(s)" and Story (referred to as "we", "our", "us" etc.). The Terms listed below apply to the goods and services to be availed by you through the App. Members can access their Program Points ("PC points") and redeem them against the goods and services (referred as "Privileges") through this App, subject to these Terms and those enlisted on the respective websites of the third party vendors (goods and services provider).

These Terms explains our and your respective legal rights and obligations concerning all aspects of our relationship, including without limitation account restrictions, limitations in service, time restrictions, your consent to receive electronic notices and dispute resolution. If you do not agree to or do not wish to be bound by these Terms, you may not access or otherwise use the App in any manner.

These Terms constitute an electronic record within the meaning of the applicable law and does not require any physical or digital signatures under the Information Technology Act, 2000, India.

Definitions:

For the purpose of this agreement, the following terms shall have meaning as iterated herein below:

1. "**Member**" shall mean the dealers nominated by Invitation only for use of Privileges (Goods & Services) offered to eligible members".
2. "**Third Party Vendors**" shall mean the providers of Privileges, listed on the App.
3. "**President Club Points/ Program Points/ Reward Points or PC Points**" shall mean the points in the account of Member, which can be redeemed against the Privileges listed on the App.
PC Points can be both existing (allotted by Samsung at the beginning of Program as Welcome Points) or earned by member during the Program period (Earned Bonus Points by participating and qualifying in various contest / games etc. as and when announced by Samsung during the program).
4. "**Applicable law**" shall mean the laws as applicable to the Territory of India only.
5. "**Intellectual property rights**" shall mean Trademark, trade names , logos, copyright, patents, designs, trade-secrets etc. or such other Intellectual Property Right as may be recognised

About the App:

This App is provided by Story exclusively for the Members of the Program, to avail the Privileges by accessing and using their PC Points allotted to them under the said Program.

Privileges offered on App are provided by third-party vendors (“Vendors”) and are subject to terms and conditions of such Vendors. Story does not guarantee the quality, quantity, reliability, duration, durability etc. of the said Privileges. Story only works towards facilitation of the order placement and delivery of the said Privileges.

DISCLAIMER:

Story is only responsible for facilitating the delivery of goods and services to the members, the goods being sold by the third party vendors/third party. In case any member and/or his family member or any other person contracts Covid - 19 during delivery of goods or execution of any task or provision of any services, Story shall not be held liable for any loss/damage caused due to such contraction. It is understood that the members are solely responsible for maintaining adequate protection and safeguards against Covid - 19.

By availing the Privileges through Vendors, you acknowledge and undertake that you are accessing the Privileges being provided by third party Vendors and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the application.

Story shall neither be liable nor responsible for any actions or inactions of the Vendors nor any breach of conditions, representations or warranties by such Vendors, manufacturers or agents of the said providers of Privileges. Story hereby expressly disclaims any and all responsibility and liability in that regard.

While we have taken precautions to avoid inaccuracies in content on this platform, all content, information (including the points allotted to the products), software, products, services, and related graphics are provided as is basis only and is without a warranty of any kind. Use of the App is at your sole discretion and own risk. Story disclaims all liability whatsoever, whether arising in contract, tort, (including negligence) or otherwise in relation to the App.

The Privileges and their respective inclusions/exclusions enlisted on this App are illustrative in nature and are not exhaustive. The Members are advised to refer to the terms & conditions of each respective Vendor which may be available on such Vendor’s application/platform(s) and/or speak with their respective representatives in order to access the exhaustive list of goods and services etc. extended by the Vendor in its services.

The Privileges offered on the App shall be limited to the Members only and shall extend till the term of the membership of the Program only. All PC Points shall lapse at the expiry/ termination of the membership of the Program.

The App may contain hyperlinks to other websites/mobile application etc. and/or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external hyperlinks are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by us. If you access any third party website through App, you do so at your own risk and accord and we will not be responsible for any loss caused due to such access to any third party website.

GENERAL TERMS AND CONDITIONS:

✓ YOUR ACCOUNT

If you chose to use the App, you shall be responsible for maintaining the confidentiality of your account and password and for restricting access to your computer/mobile phone/tablet/other devices to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. Story reserves the right to refuse access to the application, terminate accounts, remove or edit content at any time without notice to you. We may save your data and make use of cookies for a better surfing experience on our application.

✓ MEMBER(S) ELIGIBILITY

The access to the App and use of Privileges is only by Invitation. Member(s) represent and warrant that they fulfil the eligibility criteria to be enrolled as a Member in the Program and they have the right to avail or use the Privileges on the App.

Story at its sole discretion reserves the right to refuse the access to App at any time. The Privileges on the App may not be availed or used by Member(s) whose Accounts have been temporarily or permanently suspended by Story or Samsung or on the expiry of their PC Points.

Use of the application is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may use Story's App only with the involvement of a parent or guardian.

✓ MEMBER'S OBLIGATIONS

A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of their Member ID and password and for all use of and activities that occur under their account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of his/her Member account, ID or password by another person. A Member agrees to notify us immediately if they become aware of any unauthorized use of their password or their account or any other breach of security of their account.

Member agrees that all use of the App and its services, and all activities that occur under their account (including but not limited to posting any company or product information, clicking to accept any additional agreements or rules, subscribing to or making any payment for any services, redeeming of the PC Points, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

Each Member further represents, warrants and agrees that they shall/are:

a) Carry on their activities on the application in compliance with any applicable laws and regulations;
and

- b) Conduct their business transactions with other users of the sites in good faith;
- c) Carry on their activities in accordance with the Terms and any applicable additional agreements;
- d) Not to use the services or App to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards); and
- e) Not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) Not to the engage in spamming or phishing;
- g) Not to the engaged in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability etc.) or encourage or abet any unlawful activities;
- h) Not to the involved in attempts to copy, reproduce, exploit or expropriate our various directories, databases and listings; and
- i) Not to the involve in any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information; and
- j) Not to the involved in any scheme to undermine the integrity of the data, systems or networks used by Story and/or any user of the sites or gain unauthorized access to such data, systems or networks;
- k) Neither you nor your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities;
- l) Not engage in any activities that would otherwise create any liability for Story or our affiliates; and are not the subject of any trade restrictions, sanctions or other legal restrictions enacted or proposed to be enacted by any country, international organization or jurisdiction.

Member acknowledges that sharing of their account(s) with other persons, or allowing multiple users outside of their business entity to use their account (hereinafter referred to as "multiple use"), may cause irreparable harm to Story. Member(s) shall indemnify Story, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of their account. Member(s) also agrees that in case of the multiple use of account or Member's failure to maintain the security of their account, Story shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without any liability.

The Member(s) understand that all descriptions, images, references, features, content, specifications, products and services described or depicted on the App are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the App does not imply or warrant that these products will be available instantly as they are provided directly by Vendor(s) and therefore are not under the control of Story. It is the Member(s) responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession and use of any item availed from this App.

✓ **RELATIONSHIP OF PARTIES**

The relationship of the Member(s) and Story established by these Terms of Use shall be solely that of independent contractors. Nothing contained in these Terms of Use shall constitute or be construed as creating any fiduciary, partnership, joint venture, agency or sales representative relationship between

the Member(s) and Story, and neither parties shall have any right whatsoever to incur any obligations or liabilities on behalf of or binding on the other party.

✓ **ORDER PROCESSING**

All Privileges offered on the App are offered in lieu of PC points issued by Samsung-and delivery and/or provision of Privileges is subject to availability and deduction of the PC points. No obligation to return/refund the PC Points shall be entertained unless the order is finally confirmed, and you receive the “Order Confirmation” email. Once the order is finally confirmed by us you will receive the order. In case you do not receive the order, you may be eligible for refund/voucher/replacement goods or other mode of payback as may be decided by Story at its sole discretion.

Redemption value of Privileges on App is subject to unilateral change as the same may be inaccurate/incorrect due to typographical/other errors. Story reserves the right to alter, vary the PC Points any time before or after the request is received. Story may also require additional information verification or information before any order is accepted.

✓ **DELIVERY POLICY**

Delivery of Privileges enlisted on App by Vendors is not guaranteed, secured or ensured by Story. Privilege once claimed cannot be cancelled, modified or changed in case the Privilege requests is already in process, en route or delivered. Same-day requests are processed immediately and usually cannot be changed. However, the same may be allowed at sole discretion of Story in exceptional circumstances.

✓ **PRIVACY**

Upon creating an Account, you consent to the storage of your shared information* with us and the sharing of your information with Samsung, our affiliates etc. subject to our Privacy Policy.

Any information or data provided by the members on the App, or in any other manner to Story will be updated on the App by the program support team from time to time.

Please review our Privacy Policy published on our App, which also governs your visit to our App, to understand our practices. The personal information / data provided to us by you during the course of usage of the mobile App will be treated as strictly confidential and in accordance with the Privacy policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the App or contact us on pchelpdesk@storyexp.com. Your acceptance of the Terms is considered an acceptance of our Privacy Policy.

✓ **LIMITED RIGHT OF USAGE**

Subject to the present terms and pursuant to the payment of applicable fee (if any), you may use the App for a limited personal use only. You shall not download (other than page caching) or modify any portion of it, except with express written consent of Story and / or its affiliates, as may be applicable. This right of limited use does not include any resale or commercial use of this App or its contents; any collection and use of any product listings or descriptions; any derivative use of this App or its contents; any downloading or copying of account information for the benefit of another seller or platform; or any use of data mining, robots, or similar data gathering and extraction tools.

This App or any portion of this App (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of Story and / or its affiliates, as may be applicable.

You agree not to portray Story, its affiliates or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use the Story logo or other proprietary graphic or trademark as part of the link without express written consent of Story and / or its affiliates, as may be applicable.

✓ **MANNER OF USE**

You must not use the App in any way that causes, or is likely to cause, the App or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not Story, is responsible for all electronic communications and content sent from your computer to us and you must use the application for lawful purposes only. You must not use the application for any of the following things:

- For fraudulent purposes, or in connection with a criminal offense or other unlawful activity.
- To send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam."
- To cause annoyance, inconvenience or needless anxiety.
- Infringes Member's use and enjoyment of the Platform or any other individual's Member and enjoyment of similar services.
- Threatens the unity, integrity, defence, security, sovereignty of India or any other country, friendly relations with foreign states or public order or causes incitement of commission of any offence etc.
- Violates any other law for the time being in force.

✓ **OBJECTIONABLE CONTENT**

The Member(s) agree that Story enlists multiple Vendor(s)/products and services on the App and hosts numerous comments, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, Story operates on an "information, research and takedown" basis. If you believe that any content on the App is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic or menacing; ethnically objectionable, disparaging; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in

any manner whatsoever; or which consists of or contains software viruses, please notify us immediately by writing to us on pchelpdesk@storyexp.com. Once this procedure has been followed and information has been given to Story, we will make all reasonable endeavours to remove such objectionable content complained about within a reasonable time.

✓ **INTELLECTUAL PROPERTY RIGHTS**

All content included on the App, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Story, its affiliates or its content suppliers and is protected by India and international copyright, authors' rights, moral rights and database right laws. The compilation of all content on this App is the exclusive property of Story and its affiliates and is protected by laws of India and international copyright and database right laws. All software used on this App is the property of Story its affiliates or its software suppliers and is protected by India and international copyright and author' rights laws.

You may not systematically extract and/or re-utilise parts of the contents of the application without Story's and/or its affiliates (as may be applicable) express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this App, without Story's and / or its affiliates (as may be applicable) express written consent. You may also not create and/ or publish your own database that features substantial (eg. PC Points and product listings) parts of this App without Story's and / or its affiliates (as may be applicable) express written consent.

Story also respects the Intellectual Property of others. All Vendors on the App must ensure that the privileges listed do not infringe upon the IP of any other entity/person. Story bears no responsibility for any products being offered for sale which may infringe the IP of any other entity/person etc. If you believe that your Intellectual Property Rights have been used in a way that gives rise to concerns of infringement, please get in touch with us at pchelpdesk@storyexp.com.

✓ **INDEMNITY**

You shall indemnify and hold harmless Story, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release Story and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the third party vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.

✓ **LIMITATION OF LIABILITY**

In no event shall Story be liable for any direct or indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

- Unauthorized use or inability to use the Privileges.
- Unauthorized access to or alteration of the Member's transmission or data.

- Breach of the conditions, representations or warranties by third party vendors, manufacturers or agents.

Any other matter relating to the services including without limitation, damages for loss of user data or profits, arising out of or in any way connected with the use of the App. Story shall not be held responsible for non-availability of App due to periodic maintenance operations or any unplanned suspension of access to the App. The Member understands and agrees that any material and/or data downloaded from the App is done entirely at Member's own discretion and risk and they will be solely responsible for any damage to their mobile or loss of data that results from download of such material and/or data. to the maximum extent that is permissible under law. Story's liability shall be limited to an amount equal to the privileges availed by you. Story shall not be liable for any dispute or disagreement between Member(s).

✓ **COMMUNICATION**

When you visit our application, you are communicating with us electronically. You will be required to provide a valid name, phone number, address, location, membership number, dealership number and other information while placing an order with us. We or our affiliates may communicate with you by e-mail, SMS, phone call or by posting notices on the application or by any other mode of communication.

For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the application and/or your order placed on the application.

Further, you understand that Story cannot be a party to or control in any manner all the communication between Member(s) and you shall not hold Story liable for any communication which you may find infringing upon your legal rights.

✓ **ALTERATION OF SERVICE OR AMENDMENT TO THE CONDITIONS**

We reserve the right to make changes to our App, policies, and these Terms at any time. You will be subject to the policies and Terms in force at the time that you use the App or that you avail Privileges on the App, unless any change to those policies or these conditions is required to be made retrospectively by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

✓ **FORCE MAJEURE**

We will not be held responsible for any delay or failure to comply with our obligations under the conditions if the delay or failure arises from any cause which is beyond our reasonable control including due to any force majeure event arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics/epidemics, nuclear or natural catastrophes or acts of god, and interruptions, loss or malfunctions of utilities, communications or computer theft, loss or damage etc.

✓ **WAIVER**

If you breach these Terms and we take no action, that shall not be considered as a waiver of our right to take future action and we will still be entitled to use our rights and remedies in any other situation where you further breach these Terms or at a later date at our sole discretion.

✓ **NOTICES**

All legal notices intended to be delivered to Story must be addressed to the Program Manager and may be sent at our offices situated at A-5, 2nd floor, Naraina Industrial Area, Naraina, New Delhi – 110028. All legal notices must be pre-paid and addressed properly. Notices must be in writing and may be sent by post/courier or delivered personally. The notices will be effective only once they are actually received by us.

✓ **GOVERNING LAW & JURISDICTION**

These terms are governed by and construed in accordance with the laws of India. You agree to submit to the exclusive jurisdiction of the courts at New Delhi only. In case of dispute an attempt to amicably decide the dispute may be made via conciliation, mediation etc. Thereafter the matter shall be referred for Arbitration conducted by a single Arbitrator to be appointed mutually by both parties. Arbitration shall be governed by rules of the Indian Arbitration Act, 1996 and seat of Arbitration shall be New Delhi and language in English.

✓ **GRIEVANCE OFFICER**

In accordance with Information Technology Act, 2000, India and rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, India the name and contact details of the Grievance Officer are as follows:

Name: Bharat Malhotra

Designation: Program Manager

Email: progmanager@storyexp.com

✓ **Contact Us**

If you have any questions about these Terms, please contact us at pchelpdesk@storyexp.com

✓ **Declaration :**

"All offers/ services provided in this The President's Club Program 2020 are on AS IS basis and provided by "Story" – at its sole discretion".

Samsung India Electronics Pvt. Ltd. disclaims any and all responsibilities and/or liabilities in any form for the Products / Offers / Services being provided by "Story" and any support shall be at the sole discretion of Story.