

## SAMSUNG FLEX FROM SAMSUNG FINANCE TERMS AND CONDITIONS

### 1. THESE TERMS

- 1.1 **What these terms cover.** These terms and conditions on which you may take part in Samsung Flex, which provides you with the ability to purchase an eligible Samsung Galaxy Z Fold5 or Z Flip5 handset through Samsung Finance and spread the cost over either a 14-month or 26-month term.
- 1.2 **Why you should read them.** Please read these terms carefully, if you would like to take part in Samsung Flex. These terms tell you who we are, the conditions of Samsung Flex and other important information.
- 1.3 **Taking out a loan:** As part of Samsung Flex, you will submit an application for a loan from Glow Financial Services Limited, acting as Samsung Finance. Make sure you also read the terms of the information provided to you prior to entering into your loan and the terms of your loan agreement. You will receive a copy of your loan agreement and will also be able to obtain a copy from [www.samsungfinance.co.uk](http://www.samsungfinance.co.uk).

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Samsung Electronics (UK) Limited, a company registered in England and Wales. Our company registration number is 3086621 and our registered office is at 2000 Hillswood Drive, Chertsey, Surrey, KT16 0RS. We are authorised by the Financial Conduct Authority ("FCA") as a credit broker under reference number 727333.
- 2.2 **How to contact us.** Visit the [Shop Support](https://www.samsung.com/uk/support/contact/#shop-support) section of Samsung.com for a range of contact options. (<https://www.samsung.com/uk/support/contact/#shop-support>)
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Overview of Samsung Flex

- 3.1 **How to take part in Samsung Flex.** On placing your order for a new Galaxy Z Fold5 or Z Flip5 handset, you may, by selecting the relevant option on our website, and if you are successful in applying for a new 14-month or 26-month credit agreement (including passing any relevant credit checks with our chosen credit provider and other regulatory checks - for further details see below), be able to take part in Samsung Flex. **Taking part in Samsung Flex** means that you will enter into a credit agreement with our chosen credit provider to finance the cost of the new Galaxy Z Fold5 or Z Flip5 handset. Charges and interest may apply. You will pay an initial upfront payment (of between 10% and 50%, as determined by you), followed by monthly payments spread over a term of 13

or 25 months, then (subject to paragraph 3.6 below), one month later, a final settlement payment (equal to 30% of the full purchase price of your device) to repay your loan in full at the end of the term.

- 3.2 The ability to purchase a Galaxy Z Fold5 or Z Flip5 handset through finance, and to take part in Samsung Flex is available to consumers only via Samsung.com and is **not available to customers shopping on Samsung Student & Youth Store, Samsung Business Shop, or through the Enhanced Partnership Programme.**
- 3.3 **Products eligible for Samsung Flex** - Galaxy Z Fold5 and Z Flip5 handsets, any selected Samsung Care+ insurance option and any related delivery charges (if applicable) are eligible to be paid for using Samsung Flex. Please check the relevant Terms and Conditions for Samsung Care+ before you purchase. You may also participate in the Samsung Trade In Programme and then pay using Samsung Flex, to reduce the amount payable for your new Galaxy Z Fold5 or Z Flip5 handset, provided you comply with the terms and conditions of the [Trade In Programme](#).
- 3.4 **Products not eligible for Samsung Flex** – if you wish to purchase other products these must be paid for under a separate transaction, for example smart phone accessories, TVs, laptops. Mobile data contracts are also excluded.
- 3.5 **Other than as specified in these terms and conditions, our standard Terms and Conditions of Sale** (which can be found [here](#)) will govern your purchase of the handset and any other products purchased from our website.
- 3.6 At the end of your chosen Samsung Flex term (on the 14<sup>th</sup> or 26<sup>th</sup> month of your credit agreement depending on when your **final settlement payment** is due), and subject to being up to date with all payments under that agreement meeting the conditions set out in these terms, you will have the following options:
- a) you can choose to keep the handset which you purchased through Samsung Flex (the “Existing Handset”) by **making the final settlement payment** to settle your loan.
  - b) you can choose for your Existing Handset to be bought back by a third party company MTR Group Limited (“MTR”) and Samsung, acting as intermediary will make the final settlement payment owed under your credit agreement. The offer to buy back your Existing Handset is **only available where your Existing Handset meets the conditions detailed in clauses 9,10 and 11 below** and is subject to the provisions detailed in **clauses 6 and 7 below** regarding the return of your Existing Handset.
- 3.7 We recommend that you purchase a protective cover for your handset to help ensure that it remains in good working condition.

#### 4. PROVISION OF FINANCE

- 4.1 We act as a credit broker and not a lender.
- 4.2 To take part in **Samsung Flex**, you will need to enter into a credit agreement with our chosen credit provider, Glow Financial Services Limited (trading under brand licence as Samsung Finance), and your application will be directed to them. Glow Financial Services Limited, Registered office: 71 Queen Victoria Street, London EC4V 4BE; Registered in England No. 09127663.
- 4.3 Glow Financial Services Limited is authorised and regulated by the Financial Conduct Authority (Reference No. 751308). The Financial Services Register can be accessed through [www.fca.org.uk](http://www.fca.org.uk).
- 4.4 **You will need to enter your details via our website so that we or our chosen credit provider(s) can carry out any relevant credit and affordability checks.** For further details on the use of your personal data as part of this process, please see clause 7 below.
- 4.5 All credit is subject to status and only available to UK residents over 18, with a UK Bank account and valid ID. By accepting our credit, you consent to a credit check being completed, which will appear on your credit file.
- 4.6 **If your application is successful, you will enter into a 14-month or 26-month credit agreement** on terms provided by Glow Financial Services Limited. This agreement will be in the form of an unsecured personal loan, which you are taking out with Glow Financial Services Limited. Please ensure that you read the terms of the loan agreement, as well as any other information provided to you by Glow Financial Services Limited, carefully before signing. Failure to make repayments under the credit agreement may have a negative impact on your credit rating and lead to additional charges being applied.

#### 5. CHOOSING TO KEEP YOUR HANDSET

- 5.1 **If you do not wish for your Existing Handset to be bought back as detailed below**, and instead want to keep it, you will remain responsible for making repayments under your existing credit agreement, including the **final settlement payment**.

#### 6. HAVING YOUR PHONE BOUGHT BACK

- 6.1 If you decide to request that your Existing Handset be bought back, and you are eligible, you must send the Existing Handset to MTR Group Limited ("MTR"), the third party company that will purchase your Existing Handset from you, in order for Samsung Electronics (UK) Limited to make the final settlement payment made on your behalf.
- 6.2 In the event that your Existing Handset has been lost or stolen, and you have a replacement handset, MTR will still buy back the handset, provided it is the exact same

model and specification as the Existing Handset that was originally purchased from us, and subject to all other terms outlined herein.

- 6.3 **Provided that you comply with the terms set out in clauses 6 to 11 of these terms and conditions and are up to date with payments under the credit agreement**, including any interest and charges that are due, we will make the final settlement payment on your behalf when we have been informed that MTR have received your handset and they have confirmed it is in good working condition (see Section 9 below).

## 7. **SENDING YOUR EXISTING HANDSET TO UPGRADE OR WALK AWAY**

- 7.1 If you tell us that you want your Existing Handset to be bought back you will be sent prepaid packaging materials in which to send your Existing Handset to MTR.

- 7.2 Before sending your Existing Handset to MTR please ensure that you **back up any photos, files and other data** that you have stored on the Existing Handset; **remove the SIM card and any memory card**; erase all personal data and/or perform a factory reset; remove any software locks that you have installed.

- 7.3 To the extent possible (although this is not a requirement for participation in Samsung Flex), we ask that you include any original accessories that were included within the box when you send the Existing Handset to MTR. You may also include any case you may have acquired for your Existing Handset. Please note, however, that if you subsequently request that your Existing Handset be sent back to you (as outlined in clause 10.2 or otherwise), MTR will only send back the Existing Handset and you will not receive any of the accessories or other items that you may have sent to MTR with your Existing Handset (e.g. chargers, cables, cases etc),

- 7.4 **You must ensure that the Existing Handset is sent to MTR within 5 working days from the receipt of the packaging materials.** You must continue to keep up repayments on your existing credit agreement until such time we have confirmed to you that MTR has undertaken the inspection of your Existing Handset and we have accordingly made the final settlement payment on your existing credit agreement. Failure to send your Existing Handset to MTR within the defined time period will mean that we will no longer be able to make the final settlement payment on your existing credit agreement. **You must then continue to keep up repayments under your existing credit agreement.**

- 7.5 On receipt of the Existing Handset, MTR will ensure that it is wiped of all personal or other data. **We are not able to recover any data you had stored on an Existing Handset that has been sent to MTR.**

- 7.6 If you have any questions or concerns about the inspection of your Existing Handset, or wish to discuss the result of an inspection, please contact MTR via the following URL: <https://www.samsungrecycle.co.uk/contact-us>

## **8. EXISTING HANDSET INSPECTION & FINAL SETTLEMENT PAYMENT ON YOUR BEHALF**

8.1 Your Existing Handset will be inspected by MTR. They will capture and retain both photo and video footage of their opening of the package you send, as well as the inspection of the Existing Handset, so they can demonstrate to you that its condition has been accurately assessed, if required.

8.2 Subject to meeting the requirements outlined in clauses 9,10 and 11 below, and provided you are up to date with all payments under the agreement (including any interest or other charges due), Samsung will make the final settlement payment on your existing credit agreement. At this point, ownership of the Existing Handset will pass from you to MTR.

## **9. EXISTING HANDSET CONDITION REQUIREMENTS**

9.1 Your Existing Handset will be considered as being in good working condition and that it meets Existing Handset Condition Requirements if it meets the following criteria:

- It powers on and holds charge
- It is fully functional and has no software or hardware faults
- It has a fully functioning display. There are no visible imperfections, blemishes, discolouration or signs of image retention
- It only shows normal wear and tear and there are no cracks in the screen or back glass
- The casing around the device (including the camera lens) is not cracked
- There is no liquid damage to the device whatsoever

## **10. EXCEPTIONS TO EXISTING HANDSET CONDITION REQUIREMENTS**

10.1 An Existing Handset will not meet the Existing Handset Condition Requirements should any of the following conditions be applicable:

- It does not power on or hold charge
- It is not fully functional or has software or hardware faults
- It does not have a fully functioning display. There are visible imperfections, blemishes, discolouration or signs of image retention
- It has physical damage beyond normal wear and tear or there are cracks in the screen or back glass
- The casing around the device (including the camera lens) is cracked
- There is liquid damage to the device

10.2 In the event of the Existing Handset not meeting the Existing Handset Condition Requirements, MTR will contact you within 3 working days of receiving the Existing Handset. We will notify you of your option to either pay a surcharge to cover the cost

of repair, or alternatively to request that MTR send the Existing Handset back to you. If you want MTR to return the Existing Handset to you, then you must request they do so within 7 days of receiving the notification. If you want to pay the surcharge, you must do so within 14 days of receiving notification.

10.3 The surcharge represents the cost of repairing your Existing Handset to bring it in line with the Existing Handset Condition Requirements (and fair market value). The surcharge payable will be determined by the specification of the Existing Handset and the extent of the damage identified during MTR’s inspection.

10.4 Applicable surcharges based on the nature of damage to be repaired can be found below:

	<b>Galaxy Z Flip5</b>	<b>Galaxy Z Fold5</b>
<b>Back Glass Damaged</b>	£100	£100
<b>Screen Damaged</b>	£150	£150
<b>Both Damaged</b>	£200	£200
<b>Any Other fault</b>	£100	£100

10.5 If you request that we send the Existing Handset back to you, you will remain responsible for making any repayments under the existing credit agreement for your Existing Handset (including the final settlement payment).

## **11. UNACCEPTABLE HANDSETS**

11.1 In the event that any of the criteria below apply then we are unable to buy back your device and MTR will send the Existing Handset back to you within 5 working days. You will remain responsible for making any repayments under the existing credit agreement for your Existing Handset (including the final settlement payment).

- Device does not power on at all
- Severe damage to device – it is crushed, bent in half, missing parts, or liquid-damaged
- It has outstanding credit or a finance balance associated with it (other than in relation to Samsung Flex)
- Device is protected by a Mobile Device Management solution or Knox solution which prevents Samsung from accessing the device.

11.2 If MTR discover that your Existing Handset is blacklisted, or it appears on a lost/stolen register, MTR will contact you within 3 working days of receiving the Existing Handset to notify you of this. MTR are required by law to retain your device until the blacklist or lost/stolen register is updated to the effect that your Existing Handset is no longer present on the blacklist or lost/stolen register. You will remain responsible for making any repayments under the existing credit agreement for your Existing Handset (including the final settlement payment). If the Existing Handset remains blacklisted

or on the lost/ stolen register 60 days after we notify you, MTR will destroy the Existing Handset.

## 12. YOUR RIGHTS

12.1 Financing your purchase by entering into a credit agreement does not prevent you from exercising your rights to:

- (a) cancel the new credit agreement with Glow Financial Services Limited within the first 14 days from the date of activation of your credit agreement in the manner as provided for in the new credit agreement; and
- (b) cancel your order of the new Samsung Galaxy Z Fold5 or Z Flip5 handset for a full refund of your deposit during the 14-day cooling-off period, as described in our standard [Terms and Conditions of Sale](#).

12.2 Full information about your rights to return a defective product in line with our Returns Policy can be found in our standard [Terms and Conditions of Sale](#).

12.3 Should you exercise your right to cancel and return your product during the 14-day cooling off period, or if we have agreed to pay you a refund of your deposit because the product we have provided you with is defective, we will arrange for your credit agreement with Glow Financial Services Limited to be cancelled. Please contact us using one of the contact options in the [Shop Support](#) section of Samsung.com. (<https://www.samsung.com/uk/support/contact/#shop-support>)

12.4 Taking part in Samsung Flex does not affect any other statutory rights you may have, including your rights under the Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## 13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 How we will use your personal information. We will use the personal information you provide to us in accordance with the terms of our privacy policy, which can be found here: <https://www.samsung.com/uk/info/privacy/>

13.2 If you wish to withdraw your consent to us processing your personal data, please contact us using one of the contact options in the [Shop Support](#) section of Samsung.com. (<https://www.samsung.com/uk/support/contact/#shop-support>)

13.3 Please note that, in order to take part in the Flex Programme, you must have a Samsung account. If you do not have a Samsung account, we will use the information which you provide us in the course of applying for the Flex Programme to set one up for you.

13.4 **In order to apply for/ enter into a credit agreement, we will pass your personal information to certain third party companies in order for them to facilitate and provide this finance product to you. At present, the company that we use for this purpose is Glow Financial Services Limited (the credit provider).** In order to extend credit to you,

these organisations may pass your personal information to credit reference agencies and they may keep a record of any search that they do. In the course of applying for a credit agreement, you will be redirected to the websites of these organisations. Glow Financial Services Limited will process your personal data in accordance with their privacy policies, which can be found on their websites.

13.5 In order for MTR to be able to send you the packaging materials necessary for you to send your Existing Handset to them and for MTR to purchase your device, we will also pass your name and address details to MTR.

13.6 **We will only share your personal information with other third parties where the law either requires or allows us to do so.**

#### **14. OTHER IMPORTANT TERMS**

14.1 **Nobody else has any rights under these Terms & Conditions.** These Terms of Business are strictly between you and us. No other person shall have any rights to enforce any of its terms.

14.2 **If a court finds part of these Terms & Conditions illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.3 **Even if we delay in enforcing these Terms & Conditions, we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these Terms & Conditions, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

14.4 **Which laws apply to these Terms & Conditions and where you may bring legal proceedings.** These terms are governed by the laws of England and Wales and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.