

SAMSUNG Galaxy Tab A | Tab A Kids Edition

Terms & Conditions / Health & Safety Information

Read this document before operating the mobile device, accessories, or software (defined collectively and individually as the “Product”) and keep it for future reference. This document contains important Terms and Conditions. Electronic acceptance, opening the Product packaging, use of the Product, or retention of the Product constitutes acceptance of these Terms and Conditions.

Revised 05/09/2018

- Arbitration Agreement
- Standard Limited Warranty
- End User License Agreement (EULA)
- Health & Safety Information

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Important Legal Information

READ THIS INFORMATION BEFORE USING YOUR MOBILE DEVICE.

Arbitration Agreement - This Product is subject to a binding arbitration agreement between you and SAMSUNG ELECTRONICS AMERICA, INC. (“Samsung”). You can opt out of the agreement within 30 calendar days of the first consumer purchase by emailing optout@sea.samsung.com or calling 1-800-SAMSUNG (726-7864) and providing the applicable information. For complete terms and conditions that bind you and Samsung, refer to the “Arbitration Agreement” section of this document.

Find Legal Information Online

The full Standard Limited Warranty for your device is available online and on the device:

Online:

- English: www.samsung.com/us/Legal/Tablet-HSGuide
- Spanish: www.samsung.com/us/Legal/Tablet-HSGuide-SP

On the device:

- **Settings** > **About phone** or **About device** or **About tablet** > **Legal information** > **Samsung legal**
- Or, use the Search feature to search for “Legal”.

Intellectual Property

All Intellectual Property, as defined below, owned by or which is otherwise the property of Samsung or its respective suppliers relating to the Product, including but not limited to, accessories, parts, or software relating thereto, is proprietary to Samsung and protected under federal laws, state laws, and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship.

You may not infringe or otherwise violate the rights secured by the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from the software. No title to or ownership in the Intellectual Property is transferred to you. All applicable rights of the Intellectual Property shall remain with Samsung and its suppliers.

Open Source Software

Some software components of this Product, including but not limited to 'PowerTOP' and 'e2fsprogs', incorporate source code covered under GNU General Public License (GPL), GNU Lesser General Public License (LGPL), OpenSSL License, BSD License and other open source licenses. To obtain the source code covered under the open source licenses, please visit: <http://opensource.samsung.com>

Modification of Software

Samsung is not liable for performance issues or incompatibilities caused by your editing of registry settings, or your modification of Operating System (OS) software. Using custom OS software may cause your Product and applications to work improperly. Your carrier may not permit users to download certain software, such as custom OS.

Disclaimer of Warranties; Exclusion of Liability

The information below explains that a user accepts this Product as sold, including the hardware and software components as created and packaged for sale. If the user changes these parameters through a unique modification, Samsung will not be held responsible for damages or issues that result from these end-user changes.

Except as set forth in the Standard Limited Warranty that accompanies the Product, the purchaser takes the Product “as is”, and Samsung makes no express or implied warranty of any kind whatsoever with respect to the Product, including but not limited to the:

- merchantability of the Product or its fitness for any particular purpose or use;
- design, condition or quality of the Product;
- performance of the Product;
- workmanship of the Product or the components contained therein; or

- compliance of the Product with the requirements of any law, rule, specification or contract pertaining thereto.

Nothing contained in the User Manual or any other document shall be construed to create an express or implied warranty of any kind whatsoever with respect to the Product. Neither Samsung nor the wireless carrier are responsible for, and the Standard Limited Warranty does not apply to, any damage or injury arising from disassembly or repairs by persons not authorized or approved by Samsung to service this Product.

In addition, Samsung shall not be liable for any damages of any kind resulting from the purchase or use of the Product or arising from the breach of the express warranty, including incidental, special or consequential damages, or loss of anticipated profits or benefits.

Samsung Electronics America, Inc.

85 Challenger Road

Ridgefield Park, NJ 07660

Phone: 1-800-SAMSUNG (726-7864)

Internet: **www.samsung.com**

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Section 1: Arbitration Agreement

THIS IS A BINDING LEGAL AGREEMENT (“AGREEMENT”) BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) AND SAMSUNG ELECTRONICS AMERICA, INC. (“SAMSUNG”). ELECTRONIC ACCEPTANCE OF THE AGREEMENT, OPENING THE PRODUCT PACKAGING, USE OF THE PRODUCT, OR RETENTION OF THE PRODUCT CONSTITUTES ACCEPTANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER YOU ARE THE ORIGINAL PURCHASER, USER, OR OTHER RECIPIENT OF THE PRODUCT.

YOU AND SAMSUNG EACH AGREE THAT ALL DISPUTES BETWEEN YOU AND SAMSUNG RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE STANDARD LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCT SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. ANY SUCH DISPUTE SHALL NOT BE

COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING ANY OTHER PERSON'S OR ENTITY'S PRODUCT OR CLAIM, AND SPECIFICALLY, WITHOUT LIMITATION OF THE FOREGOING, SHALL NOT UNDER ANY CIRCUMSTANCES PROCEED AS PART OF A CLASS ACTION. THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR, WHOSE AWARD MAY NOT EXCEED, IN FORM OR AMOUNT, THE RELIEF ALLOWED BY THE APPLICABLE LAW.

The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. This Agreement is entered into pursuant to the Federal Arbitration Act. The laws of the State of New York, without reference to its choice of law principles, shall govern the interpretation of the Agreement and all disputes that are subject to this Agreement. The arbitrator shall decide all issues of interpretation and application of this Agreement.

For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000.00 or less (“Small Claim”), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant Samsung its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and Samsung shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 (“Large Claim”) shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs to the extent allowed by the applicable law. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction.

This Agreement also applies to claims against Samsung's employees, representatives, parents and other affiliates if any such claim relates in any way to or arises in any way from the Standard Limited Warranty or the Product's sale, condition or performance.

You may opt out of this Agreement by providing notice to Samsung no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product. To opt out, you must send notice by e-mail to optout@sea.samsung.com, with the subject line: "Arbitration Opt Out." You must include in the opt-out email (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen which can be found under "Settings;" (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable).

Alternatively, you may opt out by calling 1-800-SAMSUNG (726-7864) no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product and providing the same information. These are the only two forms of notice that will be effective to opt out of this Agreement. Opting out of this Agreement will not affect in any way the benefits to which you would otherwise be entitled, including the benefits of the Standard Limited Warranty.

Section 2: Standard Limited Warranty

The full Standard Limited Warranty for your device is available online and on the device:

Online:

- English: www.samsung.com/us/Legal/Tablet-HSGuide
- Spanish: www.samsung.com/us/Legal/Tablet-HSGuide-SP

On the device:

- **Settings > About phone or About device or About tablet > Legal information > Samsung legal**
- Or, use the Search feature to search for “Legal”

Section 3: End User License Agreement

The full End User License Agreement (EULA) for your device can be found online and on the device:

Online:

- English: www.samsung.com/us/Legal/SamsungLegal-EULA4
- Spanish: www.samsung.com/us/Legal/SamsungLegal-EULA4/#SPANISH

The full End User License Agreement (EULA) is also available on the device, in the Samsung legal section of Settings. The location depends on the device, and is usually in the “About device” or “About phone” section, for example:

- **Settings > About phone or About device > Legal information > Samsung legal**
- Or, use the Search feature to search for “Legal”.

Section 4: Health & Safety Information

This section outlines important safety precautions associated with using your device. The terms “mobile device” or “cell phone” are used in this section to refer to your device. **Read this information before using your mobile device.**

For specific provisions or legal information relating to your device, please refer to the printed Terms & Conditions included with your device, or visit www.samsung.com and use the model number to locate the product support page.

Caution! To avoid electric shock and damage to your device, do not charge device while it is wet or in an area where it could get wet. Do not handle device, charger or cords with wet hands while charging.

Specific Absorption Rate (SAR) Certification Information

Your device is a radio transmitter and receiver. It is designed and manufactured not to exceed the exposure limits for Radio Frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government.

These FCC RF exposure limits are derived from the recommendations of two expert organizations: the National Council on Radiation Protection and Measurement (NCRP) and the Institute of Electrical and Electronic Engineers (IEEE). In both cases, the recommendations were developed by scientific and engineering experts drawn from industry, government, and academia after extensive reviews of the scientific literature related to the biological effects of RF energy.

The RF exposure limit set by the FCC for wireless devices employs a unit of measurement known as the Specific Absorption Rate (SAR). The SAR is a measure of the rate of absorption of RF energy by the human body expressed in units of

watts per kilogram (W/kg). The FCC requires wireless devices to comply with safety limit of 1.6 watts per kilogram (1.6 W/kg).

The FCC SAR limit incorporates a substantial margin of safety to give additional protection to the public and to account for any variations in measurements.

SAR tests are conducted using standard operating positions accepted by the FCC with the device transmitting at its highest certified power level in all tested frequency bands. Although the SAR is determined at the highest certified power level, the actual SAR level of the device while operating can be well below the maximum reported value. This is because the device is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output of the device.

Before a new model device is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the SAR limit established by the FCC.

Tests for each model phone are performed in positions and locations (e.g. at the ear and worn on the body) as required by the FCC.

Use of other accessories may not ensure compliance with FCC RF exposure guidelines. The FCC has granted an Equipment Authorization for this mobile device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.

This device has Model Number: **SM-T290**. Some devices are required to receive approval from the FCC. If your device required FCC approval, you can view the FCC certification by opening Settings>About tablet> Status.

The SAR information for this device can also be found on Samsung's website:
www.samsung.com/sar

SAR information on this and other model devices can be accessed online on the FCC's website through: **<http://transition.fcc.gov/oet/rfsafety/sar.html>**

To find information that pertains to a particular model mobile device on this site, use the mobile device's FCC ID number, which is usually printed somewhere on the mobile device. Sometimes it may be necessary to remove the battery pack to find the number.

Once you have the FCC ID number for your particular device, follow the instructions on the website to view values for either the typical or maximum SAR for that particular device. Additional SAR information can also be obtained at: www.fcc.gov/encyclopedia/specific-absorption-rate-sar-cellulartelephones

FCC Part 15 Information and Notices

Note: Any device that uses Bluetooth or Wi-Fi is subject to FCC Part 15. Any device with a power supply is subject to Part 15 which also covers both intentional radiators (Bluetooth and Wi-Fi) and unintentional radiators (such as emissions from power supplies and circuit boards).

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes or modifications not expressly approved by Samsung could void your authority to operate the device. This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Responsible party - U.S. Contact Information

Samsung Electronics America, Inc.

QA Lab America

19 Chapin Rd. Building D, Pine Brook NJ 07058

Tel : 1-973-808-6375 Fax : 1-973-808-6361

FCC Notice

The device may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the mobile device if such interference cannot be eliminated.

Samsung Mobile Products and Recycling

WARNING! Never dispose of batteries in a fire because they may explode.

Samsung cares for the environment and encourages its customers to properly dispose of Samsung Mobile Devices and Samsung accessories in accordance with local regulations. In some areas, disposal of these items in household or business trash may be prohibited.

Proper disposal of your Mobile Device and its battery is not only important for safety, it benefits the environment.

We've made it easy for you to recycle your old Samsung Mobile Devices and batteries by working with respected take-back companies in every state in the country. Help us protect the environment - recycle!

For battery and cell phone recycling, go to **call2recycle.org** or call 1-800-822-8837.

In addition, most carriers will provide a take-back option for proper disposal of products when purchasing new products.

Dispose of other unwanted electronics through an approved recycler. To find the nearest recycling location, go to our website: **www.samsung.com/recycling** or call 1-800-SAMSUNG.



Navigation

Maps, directions, and other navigation data, including data relating to your current location, may contain inaccurate or incomplete data, and circumstances can and do change over time. In some areas, complete information may not be available.

Therefore, you should always visually confirm that the navigational instructions are consistent with what you see before following them. All users should pay attention to road conditions, closures, traffic, and all other factors that may impact safe driving or walking. Always obey posted road signs.

Card Tray Removal Tool

Caution! Exercise care when using the card tray removal tool to eject the internal card tray.

Device Temperature

Caution! Some applications or prolonged usage may increase device temperature.

Prolonged skin contact with a device that is hot to the touch may produce skin discomfort or redness, or low temperature burns. If the device feels hot to the touch, discontinue use and close all applications or turn off the device until it cools.

Always ensure that the device has adequate ventilation and air flow. Covering the device can significantly affect air flow, may affect the performance of the device, and poses a possible risk of fire or explosion, which could lead to serious bodily injuries or damage to property. Covering the device can trap any dissipating heat and redirect it back to the device while it's active. Although the device might not currently be in full use, background applications and functions can generate heat that can accidentally be trapped when covered.

Restricting Children's Access to Your Mobile Device

Your device is not a toy. Do not allow children to play with it because they could hurt themselves and others or damage the device.

Keep the device and all its parts and accessories out of the reach of small children.

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