

DATA TRANSFER (SMART SWITCH)

I, being the legal owner of the stated device(s) ("**my Devices**") HEREBY CONFIRM my instruction to the Samsung Experiences Store ("**SES**") to perform data transfer service on my Devices together with any other related or ancillary services necessary for data transfer ("**the Services**") in accordance to the terms and conditions hereinbelow:

1. I agree that data transfer between my Devices is my sole and personal responsibility and SES is only performing the Services at my request. I also understand that SES does not provide any form of back-up services for personal data / user-generated data that may be stored in my Devices.
2. I agree that it is my responsibility to back up all my data and ensure fully logged out from all the Applications ("**Apps**") and I shall not hold SES liable in any way for any data security concerns or data loss, any loss or damage resulting from data loss or any data security concerns arising out of or in connection with the Services.
3. I agree that I am required to be present during the performance of the Services and should I choose not to be present or I fail to collect my Devices thereafter by the stipulated time, I shall not hold SES accountable for any loss or damage to my Devices (including but not limited to accessories, SIM cards, SD cards or the screen protector) and/or the data therein.
4. I agree SES receives my Devices on an as is basis and shall not be responsible for any loss or damage to my Devices or data therein.
5. I agree that during the Services, my Devices shall be updated to the latest firmware/software to ensure optimal performance.
6. I agree that the SES may require my data for the purposes of performing the Services and I hereby consent to such collection, use, processing and disclosure of my data in accordance with Samsung's Privacy Policy which can be found at www.samsung.com/my/info/privacy.html. and represent and warrant that all information provided is true and accurate in all respects.
7. I agree to release and hold the SES, Samsung and their employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Services, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.