

LG LEGAL NOTICE

PLEASE READ THIS LEGAL NOTICE CAREFULLY BEFORE ACCESSING OR USING YOUR SMART MEDIA PRODUCT. YOUR USE OF YOUR SMART MEDIA PRODUCT IS SUBJECT TO THE TERMS SET OUT BELOW. BY USING YOUR SMART MEDIA PRODUCT, YOU AGREE TO ALL OF THESE TERMS.

Please note that if you connect your Smart Media Product to the Internet, you may be presented with additional terms to which you will need to agree before you can use certain Internet-connected features.

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1. Introduction

Welcome to your Smart Media Product. Your Smart Media Product comes pre-installed with Smart Media Product software (“Software”), provided to you by LG Electronics Inc. and its family of companies (together, “LGE,” “we,” “us,” or “our”).

LG Electronics Inc. is a corporation registered in Republic of Korea under registration number [107-86-14075] with its registered office at LG Twin Towers, 128 Yeoui-daero, Yeongdeungpo-gu, Seoul 150-721, Republic of Korea. Our main trading address is LG Twin Towers, 128 Yeoui-daero, Yeongdeungpo-gu, Seoul 150-721, Republic of Korea and our email address is [tv.privacy@lge.com].

By accessing or using the Software, you confirm that you accept this Legal Notice and that you agree to comply with the terms herein. If you do not agree to these terms, you may not access or use the Software.

2. Software License

The Software is proprietary to and owned by LGE. We grant you a non-exclusive, non-transferrable (except where you dispose of your Smart Media Product to a third party) license to use the Software solely to the extent necessary for you to use your Smart Media Product and for no other purpose.

You acknowledge that all ownership rights in the Software anywhere in the world belong exclusively to us and that no ownership rights in the Software are transferred to you. You are only entitled to the limited use of the Software as is granted in this Legal Notice.

You acknowledge that the Software has not been developed to meet your individual requirements. We make no promises or guarantees that the Software is free from bugs or errors or that it will always be available. So far as we are legally able to do so, we exclude any

warranties, conditions or other terms which may be implied into these license terms by law.

3. Open-Source Licenses

Some components of the Software are provided under Open-Source License terms. Please refer to the below link to view the detailed information. Please note the below link may not be accessible without an Internet connection.

<http://opensource.lge.com>

4. Are there any restrictions on my use of the Software?

The Software is provided for the personal enjoyment of individuals or groups in possession of a Smart Media Product, whether within a domestic or commercial premises (for example a bar or hotel) and may only be used in accordance with this Legal Notice. You agree not to:

- Modify, copy, reproduce, rebroadcast, or retransmit any content that you may access through your use of the Software, except as authorized by applicable law;
- Disassemble, reverse engineer, or otherwise decompile your Smart Media Product, the Software, and/or any applications, upgrades, or updates made available to you through the Software or installed on your Smart Media Product, except as authorized by applicable law or this Legal Notice;
- Otherwise use the Software in any way or for any purpose that may infringe the intellectual property rights of any third party;
- Knowingly introduce viruses, Trojans, worms, or other technologically harmful materials to the Software;
- Access or use the Software for any unlawful purpose; or
- Act in contravention of any license made available with your Smart Media Product.

You are responsible for ensuring that all persons who access the Software through your Smart Media Product are aware of this Legal Notice and other applicable terms and conditions, and that they comply with them.

This Legal Notice is effective until terminated. We reserve the right to terminate this Legal Notice at any time if;

- You are in breach of this Legal Notice; or
- You have clearly expressed or demonstrated (regardless of whether directly or through your actions or statements or otherwise) that you do not intend to comply with this Legal Notice.

5. Limitation of Our Liability

THE SOFTWARE IS PROVIDED “AS IS.”

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SOFTWARE AND ANY CONTENT MADE AVAILABLE IS ENTIRELY AT YOUR OWN RISK AND WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN ANY APPLICABLE PRODUCT WARRANTY DOCUMENTATION, WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:

- ANY USE YOU CHOOSE TO MAKE OF THE SOFTWARE;
- YOUR USE OF OR RELIANCE ON ANY CONTENT THAT YOU ACCESS THROUGH USE OF THE SOFTWARE;
- ANY FAILURE BY YOU TO COMPLY WITH THIS LEGAL NOTICE OR WITH ANY OTHER APPLICABLE TERMS; OR
- ANY LOSS OF DATA FROM OR DAMAGE TO YOUR SMART MEDIA PRODUCT.

TO THE EXTENT THAT YOU CHOOSE TO USE THE SOFTWARE FOR ANY COMMERCIAL OR BUSINESS PURPOSES, WE DO NOT ACCEPT ANY RESPONSIBILITY TO YOU FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY THAT YOU MAY SUFFER IN CONNECTION WITH SUCH USE OF THE SOFTWARE.

FOR ANY LOSS OR DAMAGE SUFFERED BY YOU OR ANYONE ELSE WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE SOFTWARE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHICH IS NOT COVERED BY THE ABOVE PROVISIONS, THE TOTAL LIABILITY OF LGE AND OUR SUBSIDIARIES, WHICH REFERS TO COMPANIES AFFILIATED WITH LGE BY COMMON OWNERSHIP OR CONTROL, TO YOU IS LIMITED TO THE AMOUNT THAT YOU PAID FOR YOUR SMART MEDIA PRODUCT.

Nothing in this Legal Notice excludes or limits:

- Your legal rights as a consumer; or
- Our liability for death or personal injury arising from our negligence, for fraud, or fraudulent misrepresentation, or any other liability that cannot be excluded applicable law.

6. Choice of Law

This Legal Notice is governed by the laws of the country where your Smart Media Product is sold and both you and LGE agree to submit to the exclusive jurisdiction of the courts of the country where your Smart Media Product is sold in connection with the same.

7. Miscellaneous

If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.

If any part of this Legal Notice is found to be illegal, invalid, or otherwise unenforceable by a court, arbitrator, or regulator, then, where required, that part shall be deleted and the remaining parts of this Legal Notice will continue to be enforceable.

Last updated: [January 2024]

Our Terms of Use govern your use of Smart Media Product (including but not limited to Smart TV, monitors, or any other internet-based Media Products) Services. They set out our responsibilities to you and identify the “dos” and “don’ts” that you should be aware of when you use the Smart Media Product Services, including important restrictions on your use of the services. Note that not all Smart Media Product features and services are available in all countries and models. Depending on where you live and what model of Smart Media Product you own, certain features and services may not be available to you.

LG Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE SMART MEDIA PRODUCT SERVICES

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EXHIBIT A - Application License Agreement

1. Introduction

Welcome to Smart Media Product Services (“Services”), which are made available to you by LG Electronics Inc. and its family of companies (together, “LGE” or “we”).

These Terms of Use (together with any documents that they refer to) apply to those individuals and groups who use the Services. They set out LGE’s responsibilities to you as well as identify the “dos” and “don’ts” that you should be aware of when you use the Services. In particular they cover:

- What you should expect in terms of availability of the Services;
- Important restrictions on your use of the Services;
- Situations where LGE may make changes to the Services; and
- The terms on which third party apps and content may be provided or otherwise made available to you when you are using the Services.

By accessing or using the Services, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you may not access or use the Services.

You should also review our Privacy Policy before you access the Services, as this sets out important information about how we may use your personal information when you are using the Services.

Further information on what we mean by the “Services” is set out in paragraphs below, entitled “What do these Terms of Use cover.”

2. Information about us

LG Electronics Inc. is a corporation registered in Republic of Korea under registration number [107-86-14075] with its registered office at LG Twin Towers, 128 Yeoui-daero, Yeongdeungpo-gu, Seoul 07336, Republic of Korea. Our main trading address is LG Twin Towers, 128 Yeoui-daero, Yeongdeungpo-gu, Seoul 07336, Republic of Korea and our email address is [tv.privacy@lge.com].

3. What do these Terms of Use cover?

These Terms of Use apply to all use of the Services regardless of the country in which the individual or group using the Services is based or the model of Smart Media Product that they own. Depending on the country in which you are based and the model of Smart Media Product that you own, the Services might include any or all of the features.

Your Smart Media Product also provides you with access to additional Services that require you to become a member of LG Account, which may be subject to separate terms.

You may join LG Account either through your Smart Media Product or through our website [<http://www.lgapstv.com>].

Some of the member-only Services include optional add-ons which require payment. Paid Services may be subject to additional terms.

From time to time we may make new Services available through your Smart Media Product. New terms may apply to these Services and any resulting material changes to these Terms of Use will be notified to you as described in relevant paragraphs below.

To the extent that any conflict arises between these Terms of Use and any other document referred to in these Terms of Use, these Terms of Use will take precedence, unless clearly stated otherwise in the relevant document.

4. Service Access and Availability

We use commercially reasonable efforts to (a) provide the Services on high quality basis without undue disruption, interruption or delay; and (b) keep any disruption, interruption or delay of the Services to a minimum.

You are responsible for making all the arrangements necessary for you to have access to the Services. In particular you will need a suitable power supply and a reliable broadband connection and you should be careful that you do not exceed any limit on your broadband allowance. We are not accountable if your access to the Services is interrupted or unavailable due to problems with your power supply or broadband connection. To enjoy a high quality experience when using your Smart Media Product, we recommend that you use a high speed broadband connection.

Even if your broadband connection is sufficiently high speed, the quality of your Smart Media Product experience may be affected by external factors which are outside our control, such as the availability of digital TV channels in your particular area or adverse weather conditions. We are not accountable for any loss or damage that such external factors may cause to you.

5. Are there any restrictions on my use of the Services?

The Services are provided for the personal enjoyment of individuals or groups in possession of a Smart Media Product, whether within a domestic or commercial premises (for example a bar or hotel) and may only be used in accordance with these Terms of Use. You agree not to:

- Modify, copy, reproduce, rebroadcast, or retransmit any content that you may access through

your use of the Services, except in accordance with the right granted to you under relevant paragraphs below or as authorized by applicable law;

- Disassemble, reverse engineer or otherwise decompile your Smart Media Product and/or any software, applications, upgrades or updates made available to you through the Services or installed on your Smart Media Product, except as authorized by applicable law or license terms;
- Otherwise use the Services in any way or for any purpose which may infringe the intellectual property rights of any third party;
- Knowingly introduce viruses, Trojans, worms or other technologically harmful materials to the Services;
- Access or use the Services for any unlawful purpose; or
- Engage in activities that interfere with or disrupt the LG Account or Apps, any services offered through any other server, network, service or website associated with the LG Account or Apps; or
- Act in contravention of any license made available with your Smart Media Product.

You are responsible for ensuring that all persons who access the Services through your Smart Media Product are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

These Terms of Use are effective until terminated either by you or by LGE, as the case may be. You may choose to terminate these Terms of Use by entering into “User Agreements” menu on your Smart Media Product at any time.

We may terminate these Terms of Use at any time by providing a 30 days prior notice of termination via “Notification” menu in your Smart Media Product or by other suitable means which ensure that you will be able to take note of the termination.

We reserve the right to terminate these Terms of Use at any time if;

- You are in breach of these Terms of Use;
- You have clearly expressed or demonstrated (regardless of whether directly or through your actions or statements or otherwise) that you do not intend to comply with these Terms of Use;
- We or any supplier or partner providing the Services decide to terminate the Services, in whole or any parts thereof, or if any of our supplier or partner decides to terminate the entire relationship with us, regardless of the reason of such termination, including where we or any of our supplier or partner are of the opinion that the provision of the Services or parts thereof to you or to us or together with us are no longer commercially feasible; and
- We or any of our supplier or partner providing the Services to or together with us are required to terminate the provision of the Services or any parts thereof by the applicable laws,

regulations or court rulings.

6. Will LGE make changes to the Services after I start using them?

We are always striving to update and improve our products and services to give our customers the best possible service.

We may choose to make changes to the Services from time to time subject to LGE's internal policies without prior notice in order to:

- Improve functionality or offer you additional or alternative functionality;
- Add new features or remove unused or unpopular features;
- Change a service provider or a business partner for a certain feature;
- Provide a "fix" for identified "bugs" or errors;
- Address an actual or potential security breach; or
- Comply with a change in applicable laws or regulations.

If we do make any significant changes to the Services, we may inform you as necessary by appropriate means.

Please note that third parties such as content providers may upgrade/update or remove their own services and content from time to time due to their policies and that we do not accept any responsibility for any such upgrades/updates or removals.

7. Interactive Advertising

Interactive advertising may be displayed through your Smart Media Product. If you click on an interactive advertisement, you may be taken to content or a website provided by a third party, or alternatively, you may be given the option to submit information to a third party, which could include your contact details.

Each third party advertiser is solely responsible for the content of its advertising material. We do not accept any responsibility for the content of third party advertising material, including any errors, omissions or inaccuracies in such material.

8. Third Party Apps and Services

The Services provide access to apps and link to other services owned and operated by third parties, that provider may collect, receive or use information such as Device Information or Basic Usage Information.

Any third party apps, services and content that you access via the Services are made available to you by these third party providers and are outside the scope of these Terms of Use. Your

dealings with any third party providers are solely between you and the relevant provider and may be subject to the provider's own terms and conditions and privacy policy. We encourage you to read these documents, although we are not responsible for their content. Especially with regards to broadcasting services (e.g., HbbTV), such services are the responsibility of the service providers and exchange of information may occur between you and the service providers.

We are not accountable for apps, services or content provided by third party providers, over which we have no control.

9. Suitability of the Services for children and parental control tools

The Services are not directed at children under the age of 16 and are not structured specifically to attract children under 16. Further, certain content that you may access through your use of the Services may contain material that you consider indecent, objectionable or which may not be suitable for children.

If you permit a child to use your Smart Media Product to access the Services, you are solely responsible for deciding whether or not the relevant Services are appropriate for access by that child.

Your Smart Media Product offers a parental control tool (by way of a 4 digit PIN). If you have enabled the 4 digit PIN, your Smart Media Product will not be able to display restricted content unless you type in the PIN. You are responsible for setting up and maintaining the parental control tool and any other controls that are available, and we will not be responsible for any harm, loss or damage you suffer or any other user of your Smart Media Product suffers as a result of your failure to do so. Depending on the models of your Smart Media Product, these features may not be available.

10. LG Account and Apps

NOTWITHSTANDING PARAGRAPHS ABOVE, YOU MUST BE AT LEAST 16 YEARS OF AGE TO USE OR ACCESS THE LG ACCOUNT MEMBERSHIP AND APP STORE SERVICE ("APPS"). IF YOU ARE AT LEAST 16 BUT UNDER THE AGE OF 18, YOU MUST HAVE YOUR PARENT OR LEGAL GUARDIAN'S PERMISSION TO USE OR ACCESS THE APPS.

THE TERMS OF THIS PARAGRAPH APPLY TO YOUR USE OF THE APPS, AND YOUR USE OF SUCH APPLICATIONS. THE APPLICATIONS PROVIDED THROUGH THE APPS ARE LICENSED BY THE APPLICATION PROVIDER OF THE APPLICATION ("APPLICATION PROVIDER") TO YOU, THE ORIGINAL END-USER, SOLELY FOR YOUR PERSONAL USE AS SET FORTH BELOW IN EXHIBIT A AND SUBJECT TO ANY APPLICABLE END-USER APPLICATION LICENSE AGREEMENT.

You agree to use the Apps and the Applications only for personal, noncommercial use. You agree not to access or attempt to access the Apps by means other than through the interface or software that is provided by LGE, unless LGE specifically authorizes you do to so by written agreement.

LGE reserves the right, in its sole discretion, to add, remove, disable access to, block, or modify

the Apps, and to add, remove, disable access to, block, or modify remotely any Applications previously downloaded to your device from the Apps, including for reasons of changes to obligations or restrictions with third parties, an Application Provider's violation of an Agreement with LGE, or due to a court order. LGE may limit the use of or access to certain features or portions of the Apps or Applications downloaded from the Apps, in its sole discretion and without notice or liability. If LGE removes, disables access to, or otherwise blocks you from accessing an Application, you will need to contact the Application Provider for further action.

LGE has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Apps or in the Applications, to investigate any reported or apparent violation of these Terms of Use, and to take action that LGE in its sole discretion deems appropriate.

You agree that the Apps and the Applications available through the Apps, including but not limited to the graphics, editorial content, audio clips, video clips, and software, contain proprietary information and material that is owned by LGE, Application Providers, or other third parties. Neither you nor anyone acting on your behalf, acquire any intellectual property rights or other proprietary rights, including patents, designs, trademarks, copyrights or trade secrets relating to the contents in the Apps or in the Applications, except as expressly specified in an appropriate license or mutually agreed upon in writing.

Should you have any issues or questions regarding the Apps, please visit [<http://lgappstv.com>] or please contact [tv.privacy@lge.com]. Please note that this link may not be available in certain countries. Also, LGE does not provide support for the Applications and you should contact the Application Provider directly.

11. Your account and password

If you choose, or you are provided with, a user identification code, password, PIN or any other piece of information as part of our security procedures, including if you sign up as a member of LG Account, you must treat this information as confidential. You must not disclose it to any third party.

You are responsible for all actions that take place as a result of access to the Services via your identification code, password or PIN.

We have the right to disable any user identification code, password or PIN, whether chosen by you or allocated by us, at any time, if we reasonably believe that you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code, password or PIN, or you become aware of any other breach of the security measures on your Smart Media Product, you must promptly reset the relevant security measures.

12. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Services and these rights are protected by intellectual property laws and treaties around the world. This includes any content that you may access through the Services (other than third party content and your

own content) such as images and text in which we own the copyright, as well as our trademarks, service names and logos (collectively “our Content”).

We grant to you a non-exclusive, non-transferable (except where you dispose of your Smart Media Product to a third party) right to view and use our Content via the Services for the personal enjoyment of those individuals and groups with viewing access to your Smart Media Product (whether within a domestic or commercial premises), in accordance with these Terms of Use. You must not use our Content beyond the scope of this right and in particular you agree not to modify, copy, reproduce, rebroadcast, or retransmit any of our Content.

It is important to us that the LG Brand and all of our Content are fully protected from misuse. You must not, in any circumstances, use our Content except as stated in this paragraph. If you breach this requirement, we may immediately discontinue your access to the Services and we may require you to return or destroy any copies of our Content that you have made.

The ownership and/or licensing of any intellectual property rights in any third party apps, services and content that you access through your use of the Services is outside of our control and should be addressed by any terms made available to you by the relevant third party provider(s). You should consult the relevant third party provider for further information.

13. Will my Personal Information be protected?

We are committed to protecting your personal information when you are using the Services. To find out what information we collect about you and how we may use it, please see our Privacy Policy.

14. Viruses and Security

We use commercially reasonable efforts to ensure that the Services are secure and virus free, but those efforts cannot and do not guarantee that the Services will be free from bugs, viruses, or other vulnerabilities.

Further, we are not accountable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your Smart Media Product, data or other material belonging to you, during your use of the Services.

15. Indemnification

To the maximum extent permitted by law, you agree to defend, indemnify and hold LGE, its directors, officers, employees, affiliates, and agents harmless from and against any and all claims arising out of your breach of these Terms of Use, your use of the Services, the Apps, or your use of any Applications downloaded from the Apps.

16. Limitation of our liability

THE SERVICES ARE PROVIDED “AS IS.”

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES AND

ANY CONTENT MADE AVAILABLE IS ENTIRELY AT YOUR OWN RISK AND WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO THE SERVICES, WHETHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN ANY APPLICABLE PRODUCT WARRANTY DOCUMENTATION, WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:

- ANY USE YOU CHOOSE TO MAKE OF THE SERVICES;
- YOUR USE OF OR RELIANCE ON ANY CONTENT THAT YOU ACCESS THROUGH USE OF THE SERVICES;
- ANY FAILURE BY YOU TO COMPLY WITH THESE TERMS OF USE OR WITH ANY OTHER APPLICABLE TERMS, INCLUDING THIRD PARTY TERMS AND CONDITIONS RELATING TO EXTERNAL SERVICES OR CONTENT; OR
- ANY LOSS OF DATA FROM OR DAMAGE TO YOUR SMART MEDIA PRODUCT.

TO THE EXTENT THAT YOU CHOOSE TO USE THE SERVICES FOR ANY COMMERCIAL OR BUSINESS PURPOSES, WE ARE NOT ACCOUNTABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY THAT YOU MAY SUFFER IN CONNECTION WITH SUCH USE OF THE SERVICES.

FOR ANY LOSS OR DAMAGE SUFFERED BY YOU OR ANYONE ELSE WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHICH IS NOT COVERED BY THE ABOVE PROVISIONS, THE TOTAL LIABILITY OF LGE AND OUR SUBSIDIARIES, WHICH REFERS TO COMPANIES AFFILIATED WITH LGE BY COMMON OWNERSHIP OR CONTROL, TO YOU IS LIMITED TO THE AMOUNT THAT YOU PAID FOR YOUR SMART MEDIA PRODUCT.

Nothing in these Terms of Use excludes or limits:

- Your legal rights as a consumer; or
- Our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

17. Force Majeure

We are not liable or responsible for delay in performance of, or any failure to perform any of our obligations under these Terms of Use that is caused by events outside our reasonable control ("Force Majeure"), in particular (but not limited to) (a) acts, decrees, legislation, regulations or restrictions of any government; (b) unavailability of public or private telecommunication networks; or (c) strikes, lock-outs or other industrial action, civil commotion, riot, invasion,

terrorist attacks or threats of terrorist attacks, war (whether declared or not) or any natural disaster.

Our performance under these Terms of Use is deemed to be suspended for the period that Force Majeure continues, and we will have an extension of time for performance for the duration of that period.

We will use our reasonable efforts to bring the Force Majeure to an end or to find a solution by which our obligations under these Terms of Use may be performed despite the Force Majeure.

18. Confidentiality

The Services may contain information which is confidential to us including, but not limited to, all information marked or designated as confidential or recognizable as trade or business secrets or for other reasons recognizable or made available to you as confidential.

Unless stated otherwise in these Terms of Use you will (a) keep such information confidential for an unlimited period of time and not disclose such information without our prior written consent and (b) neither record or otherwise use such information unless required for the purposes of these Terms of Use.

This confidentiality obligation shall not apply in the event that you are required to disclose information which is confidential to us in accordance with applicable law. In this case and to the extent permissible by applicable law, you will notify us immediately of any disclosure of any information which is confidential to us.

19. Complaints

If you have any queries, concerns or complaints about the Services, please contact [tv.privacy@lge.com].

20. DISPUTE RESOLUTION FOR UNITED STATES RESIDENTS

(a) Generally. In the interest of resolving disputes between you and LGE in the most expedient and cost effective manner, you and LGE agree that any and all disputes arising in connection with this EULA shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of this EULA, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of this EULA. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS EULA, YOU AND LGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

(b) Exceptions. Notwithstanding Section 12(a), we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local

agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

(c) Arbitrator. Any arbitration between you and LGE will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this EULA, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting LGE.

(d) Notice; Process. In the event you intend to commence an arbitration proceeding, you must first notify LG in writing at least 30 days in advance of initiating the arbitration by sending a letter to LG at LG Electronics, USA, Inc. Attn: Legal Department- Arbitration 1000 Sylvan Ave, Englewood Cliffs 07632. You and LG agree to engage in good faith discussions in an attempt to amicably resolve your claim. The notice must provide your name, address, and telephone number; identify the product that is the subject of the claim; and describe the nature of the claim and the relief being sought. If you and LG are unable to resolve the dispute within 30 days, either party may proceed to file a claim for arbitration. During the arbitration, the amount of any settlement offer made by you or LGE shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

(e) Fees. In the event that you commence arbitration in accordance with this EULA, LGE will promptly pay all arbitration filing fees to AAA upon receipt of your written demand for arbitration, unless your claim is for greater than \$25,000, in which case the payment of any fees shall be decided by the AAA Rules. If the claim is for \$25,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules. The arbitration hearing will take place at a location within the federal judicial district in which you reside unless we both agree to another location or we agree to a telephonic arbitration. Except as otherwise provided for herein, LG will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the AAA Rules and this arbitration provision. If you prevail in the arbitration, LG will pay your attorneys' fees and expenses as long as they are reasonable, by considering factors including, but not limited to, the purchase amount and claim amount. Notwithstanding the foregoing, if applicable law allows for an award of reasonable attorneys' fees and expenses, an arbitration can award them to the same extent that a court would. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse LGE for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(f) No Class Actions. YOU AND LGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both

you and LGE agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(g) Opt-Out. You may opt out of this dispute resolution procedure. If you opt out, neither you nor LG can require the other to participate in an arbitration proceeding. To opt out, you must send notice to LG no later than 30 calendar days from the date of the first consumer purchaser's purchase of the product by either: (i) sending an e-mail to [optout@lge.com], with the subject line: "Arbitration Opt Out" or (ii) calling 1-800-980-2973. You must include in the opt out e-mail or provide by telephone: (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 serial number (the serial number can be found (i) on the product; or (ii) online by accessing [<https://www.lg.com/us/support/repair-service/schedule-repair-continued>] and clicking on "Find My Model & Serial Number").

You may only opt out of the dispute resolution procedure in the manner described above (that is, by e-mail or telephone); no other form of notice will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the full benefits of the Limited Warranty. If you keep this product and do not opt out, then you accept all terms and conditions of the arbitration provision described above.

(h) Modifications. In the event that LGE makes any future change to this arbitration provision (other than a change to LGE's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to LGE's address for Notice.

21. Choice of Law

These Terms of Use are governed by the laws of the country where your Smart Media Product is sold and both you and LGE agree to submit to the exclusive jurisdiction of the courts of the country where your Smart Media Product is sold in connection with the same.

22. Miscellaneous

Unless expressly stated otherwise, these Terms of Use and the documents referred to in them contain the entire agreement between us and you relating to your use of the Services and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us and you relating to your use of the Services.

We may assign, sub-contract or otherwise transfer any or all of our rights and obligations under these Terms of Use to any company, firm or person. We can only do this if it does not materially affect your rights under these Terms of Use. You may not assign, sub-contract or otherwise transfer your rights or obligations under these Terms to anyone else (except where you dispose of your Smart Media Product to a third party) unless you first agree this with us in writing.

If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.

If any part of these Terms of Use is found to be illegal, invalid or otherwise unenforceable by a

court or regulator, then, where required, that part shall be deleted and the remaining parts of the Terms of Use will continue to be enforceable.

Except as otherwise provided in these Terms of Use, these Terms of Use do not create or infer any rights that are enforceable by any person who is not party to them.

23. Changes to LGE's Terms of Use

We are allowed to change or amend our Terms of Use from time to time to correct editorial defects or phrase it more clearly without notice.

We will provide you at least 30 days prior notice (“Notification Period”) in case of any material changes to our Terms of Use are made via “Notification” menu in your Smart Media Product or by other suitable means which ensure that you will be able to take note of the revised Terms of Use.

You also accept the revised Terms of Use when you continue to use our Services after the Notification Period. In this case you are bound by and we will treat you as bound by the revised Terms of Use from the date on which the revised Terms of Use become effective. You are free to terminate your agreement to these Terms of Use at any time should you choose not to accept the revised Terms of Use.

24. No Waiver

If we do not exercise or enforce any legal rights or remedies which are set out in these Terms of Use or which we have the benefits of under any applicable law, this will not be construed as a formal waiver of our rights or remedies and such rights or remedies will remain available to us.

25. Contacting LGE about these Terms of Use

If you have any questions or comments about these Terms of Use please contact [tv.privacy@lge.com].

Last updated: [January 2024]

Thank you for using the Services.

EXHIBIT A - Application License Agreement

THE FOLLOWING TERMS AND CONDITIONS (THIS “APPLICATION LICENSE AGREEMENT”) APPLY TO YOUR USE OF EACH APPLICATION YOU DOWNLOAD FROM THE APPS (EACH, AN “APPLICATION”) AND SUPPLEMENT THE APPS END-USER TERMS AND CONDITIONS SET FORTH IN PARAGRAPHS ABOVE. BEFORE USING ANY APPLICATION, CAREFULLY READ THIS APPLICATION LICENSE AGREEMENT.

You acknowledge that the license granted hereunder is granted to you by the provider of the Application (“Application Provider”) and not by LGE. If the Application Provider provides an End User License Agreement (“EULA”) with the Application, those terms shall supplement this Application License Agreement. As between you and the Application Provider, any additional or different terms in such EULA shall take precedence over the terms in this Application License Agreement. In the event of any conflict between the terms of a EULA and the terms of this Application License Agreement, the terms of the EULA will prevail.

You acknowledge and agree that LGE is a third party beneficiary of this Application License Agreement and any EULA, if so provided. You acknowledge and agree that LGE will have the right (and will be deemed to have accepted the right) to enforce such license against you as a third party beneficiary of those agreements.

1. Grant of License: You are hereby granted a limited, non-transferable license to use the Application on your Smart Media Product and in the manner set forth in paragraphs of this Terms of Use. You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not reverse engineer, decompile, or disassemble the Application, except and only to the extent that such activity is expressly permitted by applicable law. Any attempt to do so is a violation of the rights of the Application Provider. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by the Application Provider that replace and/or supplement the original Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. The Application Provider reserves all rights in and to the Application not expressly granted to you under this Application License Agreement.

2. Consent to Use of Data: You agree that the Application Provider may collect and use technical and related information, gathered in any manner, as part of product support services related to the Application. The Application Provider may use this information solely to improve its products or to provide customized services or technologies to you. The Application Provider may disclose this information to others, but not in a form that personally identifies you.

3. Termination: The license is effective until terminated by you or the Application Provider. Your rights under this license will terminate automatically without notice from the Application Provider if you fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Application, and destroy all copies, full or partial, of the Application, including any accompanying documentation.

4. Third Party Material; Objectionable Content: You understand, acknowledge and agree that certain Applications may provide access to products, services, web content or other third-party materials and that LGE is not responsible for such third party content. You agree that LGE is not responsible for examining or evaluating the third party content or the accuracy of such content. LGE does not make any representations or warranties regarding, and accepts no liability in respect of, such third party content.

You understand, acknowledge, and agree that by accessing and downloading Applications from the Apps that you may encounter material that you may deem explicit or is offensive, indecent or objectionable to you, and that you may not be warned about such material in advance. You

agree that your downloading and use of all Applications will be at your sole risk, and LGE shall have no liability to you as a result of any exposure through such Applications.

5. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT ACCESS TO THE APPLICATION IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND OR NATURE. THE APPLICATION PROVIDER DOES NOT WARRANT THAT USE OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED OR STATUTORY TERMS, CONDITIONS OR WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT. THE APPLICATION PROVIDER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE OR OPEN SOURCE SOFTWARE.

6. LIMITATION OF LIABILITY: NOTHING IN THIS LIMITATION OF LIABILITY LIMITS OR EXCLUDES THE APPLICATION PROVIDER'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FOR REPRESENTATIONS MADE FRAUDULENTLY, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION PROVIDER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE OR USE OF THE APPLICATION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF THE APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION PROVIDER'S ENTIRE LIABILITY SHALL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID FOR THE APPLICATION, AT THE APPLICATION PROVIDER'S OPTION. IN NO EVENT WILL THE APPLICATION PROVIDER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY THIRD PARTY SOFTWARE OR OPEN SOURCE SOFTWARE, EVEN IF THE APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7. You agree that you will not export or re-export the Application or accompanying documentation (or any copies thereof) in violation of any applicable laws or regulations. You agree to comply with all applicable export laws and regulations. These laws include restrictions on destinations, end users, and end use. You represent and warrant that you are not prohibited from receiving exports or services under any applicable export laws.

8. By accepting this Application License Agreement, you agree that such agreement (including any applicable EULA and all incorporated or referenced documents herein or therein) sets forth the entire agreement between you and the Application Provider, and supersedes all prior agreements, whether written or oral, with respect to the Application, notwithstanding the terms or conditions of any such prior agreements. If the Application Provider fails to enforce any right or provision in this Application License Agreement, such failure will not constitute a waiver of such right or provision.

This Privacy Policy is designed to inform you how LG Electronics Inc. (“LGE” or “we” or “our”) collects, uses, and shares information that we obtain as a result of your use of your Smart Media Product (including but not limited to Smart TV, monitors, or any other internet-based Media Products), as well as any add-on features and function(s) (together, the “Smart Media Product Services”) that we provide. Depending on the country where you are based and the model of Smart Media Product that you own, some of the Smart Media Product Services may not be available (Information collected may vary based on the availability of specific Smart Media Product).

LG Privacy Policy

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1. Introduction

This Privacy Policy describes how we collect, use, and share information that we obtain as a result of your use of the Smart Media Product and, in particular, sets out:

- What information LGE may obtain from you as a result of your use of your Smart Media Product;
- How LGE uses the information that it obtains;
- When LGE shares information with service providers or third parties;
- How you may control LGE’s use and sharing of your information; and
- The rights you may have.

In addition to this Privacy Policy, we provide supplemental terms and information about our privacy practices related to particular add-on features and services in the applicable Additional User Agreements for each of the add-on features and services. You should review such information before enabling these features and services.

LGE's Smart Media Product enables access to apps and may provide links to other services owned and operated by third parties ("Third Party Apps"). If you choose to activate and access an App, that App's provider may collect, receive or use information about you or your Smart Media Product in order to provide their service. These Third Party Apps are controlled by third-parties and are outside the scope of this Privacy Policy, so we encourage you to read their privacy policies to learn more about their collection, use, and sharing of information. LGE is not responsible or liable for the privacy or security practices of Third Party Apps or any acts or omissions of the third-parties that provide and operate such Third Party Apps.

2. What information does LGE obtain?

During the set-up and authentication process, we receive certain information, including Device Information (as described below). This information is necessary for the basic functioning of the Smart Media Product and is not contingent upon your agreement with this Privacy Policy.

In order for you to access the full range of Smart Media Product Services, however, you will need to agree to this Privacy Policy and certain additional User Agreements ("Additional User Agreements") that permit the use of your information in a manner that facilitates a greater exchange of information between your Smart Media Product, LGE, and in some cases, certain outside entities. Please see the relevant sections below for more details on how we use and share the information we obtain from your Smart Media Product.

The information that we may receive when you use your Smart Media Product falls into the categories of information described below. If you do not opt-in to any of the Additional User Agreements for add-on features and services, LGE will not collect all of the categories of information described below; however, LGE will still receive some information from your Smart Media Product, including Device Information, Basic Usage Information, and Information in Connection with the LG Channels feature.

- **Device Information.** This is information about your Smart Media Product and any external devices that you might connect to it, such as your set-top box, video game console, remote control, and DVD or Blu-ray player. Examples of Device Information include the following: information to authenticate your Smart Media Product with LGE's servers, the country code and zip code or postcode of the region where your Smart Media Product is being set up, your IP Address, device type (e.g., set-top box, DVD player, etc.), device ID, AD ID, input method (e.g., RF, Component, HDMI, Network), MAC address (or in some circumstances, a truncated MAC address), model number, software version, chipset, language, and screen resolution. Other features which you may use, such as controlling other internet-connected devices (e.g. light switches) in your home via your Smart Media Product, will require collection of data regarding those devices.
- **Basic Usage Information.** This is information about your interactions within the Smart Media Product, such as the menu items you click on, the apps you access (but not your activity within Third Party Apps), and what channels are available to you.
- **Information in Connection with LG Channels.** This is information about your interactions with the LG Channels feature. LG Channels is a streaming service that allows you to access live and on-demand premium TV channels alongside internet channels (IP channels). The information

collected when you use LG Channels includes device information and viewing information such as the name of the LG Channels or program watched, requests to view LG Channels content, details of actions taken while viewing LG Channels (e.g., play, stop, pause, click, etc.), and the duration of LG Channels content watched.

- Other information you share with us. In addition to Device Information, Basic Usage Information and Information in Connection with LG Channels, you may choose to share further information with us through your Smart Media Product, such as by entering information on the user registration page. Such information may include your name and basic contact details, or preferences (such as your favorite sports and/or teams).

As explained above, you will have the opportunity to review and separately agree to Additional User Agreements. You can always access these agreements on the “User Agreement” page within your Settings menu to agree to them, review their terms, or withdraw consent (by unchecking the checkbox next to the appropriate agreement and clicking the “Agree” button). If you agree to these Additional User Agreements, LGE may also receive the following categories of information from your Smart Media Product:

- Viewing Information: This is information about your interactions with program content, including live TV content, cable, satellite or set-top box content, streaming content, movies, and video on demand. Viewing Information may include the name of the channel or program watched, requests to view content, details of actions taken while viewing (e.g., play, stop, pause, click, etc.), the duration that content was watched, and input method (e.g., RF, Component or HDMI, Network).

Viewing information may be collected using Automatic Content Recognition (“ACR”) software to identify the content you watch or listen to on your device, regardless of the source of the information (e.g., from any set-top-boxes, gaming consoles, media players, over the air broadcast, or other audiovisual sources connected to your device). The ACR software identifies content by continuously analyzing audio signals it receives directly from the soundboard integrated with your Smart Media Product’s speakers; it does not receive any information directly from the microphone on your Smart Media Product or your remote(s).

Some categories of Viewing Information may only be collected through certain features or add-on services.

You will need to agree to the Viewing Information Agreement or Additional User Agreements (which requires Viewing Information) before LGE can collect and use Viewing Information. If at any time you opt out of the Viewing information Agreement or Additional User Agreements, we will discard such Viewing Information we may have collected from you based on past consent, if applicable.

- Voice Information: Smart Media Products can be operated with a voice capable remote control or other input devices that enable you to control aspects of your Smart Media Product with voice commands. Voice Information refers to these voice commands and associated data (such as information about the input device that records your voice) used to recognize and act upon the command (e.g., Magic Remote or built-in microphone), operating system information, Smart Media Product model information, content provider, channel information and service

results.

You will need to agree to the Voice Information Agreement before you can activate voice command functions, and before we can collect and use your Voice Information. If you consent to the Voice Information Agreement, we will still only collect Voice Information if you activate the voice command function. If the voice command function is activated while your Smart Media Product is on, it will notify you on the screen. If the voice command function is activated while your Smart Media Product is off, it will notify you by blinking the light on the Smart Media Product.

However, if you use a third-party App or Service that offers voice functionality, the provider's collection, use and sharing of your voice information will be governed by the provider's privacy policy.

Please note that LGE may collect some of the above information by using cookies and beacons, which are small data files that contain information on how you interact with certain advertisements and pages. A cookie also often includes a unique device identifier that is stored on your Smart Media Product. See below for more information on how we use cookies and beacons.

In addition to receiving the information above directly from your Smart Media Product, LGE may receive further information that you choose to provide (including your preferences and interests) in order to access certain services, or that you may provide to LGE in other contexts (e.g., through use of other LGE devices or through a LG Account). Such information will be processed in accordance with the privacy policy associated with that service.

3. How LGE uses the information it obtains

We use information we obtain from your Smart Media Product to provide you with Smart Media Product Services, to improve our products and services, provide you with future products and services, and other purposes described below.

We use each of the categories described above for a variety of purposes, including:

- providing you with Smart Media Product Services
- providing you with relevant advertisements
- providing you with a user-friendly navigation experience
- analyzing, reviewing, and improving Smart Media Product Services and products, as well as developing new products and services
- understanding how Smart Media Products are used
- complying with our legal obligations, exercising our rights, and defending or bringing any existing or potential legal claims; and

- internal record keeping
- preventing, detecting and investigating illegal activities, such as breaching our Terms of Use and fraud

How We Use Information in Connection with LG Channels

Anytime you request to view content through LG Channels, we will collect the types of information described above in the “Information in Connection with LG Channels” section above (e.g., about the content you select). This information is necessary to fulfill your request on LG Channels (i.e. IP channel streaming, to provide the content you request, etc.).

LG Channels is a streaming service that allows you to access live and on-demand premium TV channels alongside internet channels (IP channels). LGE partners with a number of third party entities to provide the LG Channels services. Depending where you live and which model Smart Media Product you own, the LG Channels service may not be able to you.

In order to provide LG Channels content, including video on-demand services, live digital channels, and advertisements, your Device Information and the information described in the “Information in Connection with LG Channels” section must be shared with LGE’s third-party partners who provide the LG Channels streaming content and services. When you use LG Channels, these types of information will automatically be sent from your Smart Media Product to LGE’s third-party partners for the following purposes: (i) to provide, maintain, and improve Smart Media Product Services and interactive services including LG Channels; (ii) to contribute to aggregate statistics regarding the popularity of particular content; and (iii) to generate reports and analysis about Smart Media Product viewing trends, ad effectiveness, and understanding of audiences.

LGE’s third-party partners, and the entities with whom they share information, may enrich, aggregate, and commercialize the information they receive through your devices.

How We Use Viewing Information

If you agree to the Viewing Information Agreement or Additional User Agreements (which requires Viewing Information), which can be found in your Settings menu, we will use Viewing Information (as described above) for several purposes, including:

- providing you with recommendations of content that may be of interest to you
- providing music recognition features
- enhancing the viewing experience on your Smart Media Product and other devices
- understanding and analyzing how our services are being used and making improvements to them accordingly
- for analytics purposes (e.g., to understand the popularity of certain content)

- providing you with advertisements, including advertising that may be targeted to you based on your Viewing Information (If you have agreed to the Interest-Based and Cross-Device Advertising Agreement)
- creating aggregate reports and analysis about Smart Media Product viewing, audience trends, and ad effectiveness
- sharing your Viewing Information with third party partners and service providers, for example, our service partner Alphonso for other purposes such as analytics and selling advertisements

We may use and combine information collected under this Agreement with information collected and associated with your use of other LG services, such as LG SmartHome services including but not limited to our ThinQ App and LGE Website. For more information, please refer to the LGE Service Privacy Policy from App settings menu in the ThinQ App or LG Account menu in the LGE Website (collectively "other services"). If you use more than one of our services, including Services described in this Privacy Policy and other service, we will combine the personal information we collect from you in connection with each of those services and use it for the purposes set out below or as described in the privacy policy applicable to the services you use

For more information, please refer to the Viewing Information Agreement or the Additional User Agreements.

As described in the "How LGE Shares Your Information" section below, we may also share Viewing Information with other third parties, depending on which features of the Smart Media Product you use and which of the Additional User Agreements you have agreed to. For example, when you use the Live Plus services described in the Viewing Information Agreement, we share your Viewing Information (and Device Information) with our service partner, Alphonso, to enable the services described above and for Alphonso's processing purposes (such as analytics and selling advertisements.) If you have agreed to the Interest-Based and Cross-Device Advertising Agreement, we may share your Viewing Information with other third parties so that we and they may provide targeted advertising to you.

How We Use Voice Information

Please note that you must consent to the Voice Information Agreement before we can collect and use your Voice Information, and before you can activate voice command functions. The Voice Information Agreement can be found in your Settings menu.

We use Voice Information to respond to your commands or to return your search results (such as a recommendation for a comedy movie). With the assistance of our service partner, we use your Voice Information to improve and develop new Smart Media Product functions. For more information about our use of Voice Information, please refer to the Voice Information Agreement in the Settings menu.

However, if you use a third-party App or Service that offers voice functionality, the third-party provider's collection, use and sharing of your voice information will be governed by the provider's privacy policy.

How We Use Cookies and Beacons

As mentioned above, the information we collect may be collected using cookies and beacons. We may use cookie data to count how many times you may have seen a particular advertisement to try to make sure that you do not see it too many times, and beacon data to understand how you interact with particular advertisements.

How We Use Deidentified Data

We may also deidentify or anonymize your data in such a way that you may not reasonably be re-identified by use or another party, and we may use or share this deidentified data for any purpose. To the extent we deidentify any data originally based on personal information, we will maintain and use such data in deidentified form and will not attempt to reidentify the data.

4. How LGE shares your information

For Our Business Purposes

LGE may share all of the categories of information we collect within our corporate umbrella (e.g., with our corporate parent, subsidiaries, affiliates or joint partnerships) or with outside entities for our own business purposes. We share this information to provide or otherwise enable your use of features and functions on the Smart Media Product, and for various internal purposes, such as providing customer service, safeguarding the security of our products, and analyzing the data we collect. More information on our sharing practices can be found below.

To Power Add-On Features

When you activate certain add-on Smart Media Product features and agree to the appropriate Additional User Agreement, you are directing LGE to intentionally disclose personal information, such as Viewing Information, Device Information, Basic Usage Information, and cookies and beacons to outside service partners that provide add-on services. As described in further detail above and in the Additional User Agreements, these service partners use the information to provide certain services alongside LGE. Besides sharing with partners in connection with LG Channels (as described above), before we share your information with the service partners powering other add-on features, including those involving Voice Information, Viewing Information collected via ACR technology (and related information, as described above), and Interest-Based and Cross-Device Advertising, among others, we will ask for your consent by asking you to agree to the respective Additional User Agreements. We will not share information for the purposes described in each Additional User Agreement without first obtaining your consent to the appropriate Additional User Agreement. For more information on the specific service partners we use, as well as the practices of these partners, please consult the relevant Additional User Agreement.

To Provide You with More Relevant Advertisements

A. Interest-Based and Cross-Device Advertising

Please note that you must consent to the Interest-Based & Cross-Device Advertising Agreement before we can provide you with Interest-Based and Cross Device advertisements. The Interest-Based & Cross-Device Advertising Agreement can be found in your Settings menu.

Interest-Based advertisements are advertisements that are tailored to your interests based on personal information collected about you from your Smart Media Product, including Viewing Information, keywords you may have searched for, or other information you may have shared with us through your Smart Media Product (e.g., LG Account information, preferences, etc.). This information is used to display advertisements across devices – on your Smart Media Product or on other digital devices that share the same IP address as your Smart Media Product, such as your laptop, mobile phone or tablet (“Other Devices”) – in what is known as Cross-Device Advertising.

Interest-Based advertisements may also be displayed across different platforms including third-party websites and social media. To display Interest-Based advertisements on your Smart Media Product, we may share Viewing Information (if you have agreed to the Viewing Information Agreement), Device Information, Basic Usage Information, and information collected via cookies and beacons with third-party advertising partners. These advertising partners use the information they receive from us to help us do the following:

- Deliver Interest-Based and Cross-Device advertisements; and
- Enhance viewing experience through content recommendation and interactive services

Under the laws of some U.S. states, such sharing may be considered a “Sale” even if no money is exchanged. Please see below for more information about the rights you may have to opt out of such sales. In addition, these advertising partners may also enrich, repackage (e.g., aggregate, de-identify, anonymize, etc.) and commercialize information they receive from us.

As described in more detail in the “Your Rights” section below, you may opt-out of receiving Interest-Based and Cross-Device advertisements at any time by navigating to the Interest-Based & Cross-Device Advertising Agreement on the “User Agreements ” page of the Settings menu, or you can prevent the use of information collected from your Smart Media Product for advertising by selecting the “Limit Ad Tracking ” option on the “Advertisement ” page of the Settings menu.

B. Contextual Ads

Contextual ads are non-personalized advertisements displayed on your Smart Media Product. Even if you do not consent to our Interest-Based & Cross-Device Advertising Agreement, your Smart Media Product may still display contextual ads in connection with the provision of certain Smart Media Product Services. To display contextual ads, we share certain information, such as the region where your Smart Media Product is located and the content that your Smart Media Product is displaying, with third-party advertising partners.

For Other Reasons Related to Smart Media Product Services

In addition to the above, LGE may share your personal information for business purposes with the following categories of service partners:

- Payment processors
- Customer service providers
- Security and quality assurance vendors
- Data analytics providers

These entities may receive your Device Information, Basic Usage Information, and other basic identifying information, such as your name and contact details. Depending upon the nature of the service they provide, they may also receive your payment information, Viewing Information, or other details relating to your use of the Smart Media Product (such as crash reports).

For Legal Reasons

We may also share personal information collected from and about you with third-parties if we are legally required to do so, or if we have a good-faith belief that access, use, preservation or disclosure of the personal information is reasonably necessary to:

- comply with any applicable federal, state, or local law, regulation, civil, criminal or regulatory inquiry, investigation, legal process or enforceable governmental request;
- respond to legal process (such as a search warrant, subpoena, summons or court order);
- enforce our Terms of Use (or other terms of service for our website), including investigation of potential violations;
- cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local law; or
- exercise or defend legal claims, protect against harm to our rights, property or safety, or the rights, property or safety of third-parties, our consumers, or the public as required or permitted by law.

In this context, we may share your Device Information, Basic Usage Information, Information in Connection with LG Channels, Viewing Information, Voice Information, basic identifiers and contact details, and/or other information relating to your use of the Smart Media Product.

In Connection with a Sale or Merger

If we directly or indirectly undergo a business transition (including proposed transactions), like a merger, acquisition by another company, or sale of all or part of our assets, we may disclose or transfer personal information collected from and about you (including your personal information), to the successor or potential successor organization, and their professional advisers during the transition. We will make reasonable efforts to let you know if your personal information has been disclosed or transferred in connection with a business transition.

In this context, we may share your Device Information, Basic Usage Information, Information in Connection with LG Channels, Viewing Information, Voice Information, basic identifiers and contact details, and/or other information relating to your use of the Smart Media Product.

With Third Parties in Other Contexts

In some circumstances, we may also sell or otherwise share your personal information with third-party entities. The information that we share in this context may include your Viewing Information, Information in Connection with LG Channels, Device Information, Basic Usage Information, Voice Information, information collected via cookies or beacons, and other identifiers or identifying information you choose to send us.

You can opt out of such sharing of your personal information with third parties by turning on the Do Not Sell My Personal Information (“Do Not Sell”) toggle, which can be found in your Settings menu. Your activation of the Do Not Sell toggle will not disrupt your use of the services or features available on the Smart Media Product. As mentioned below, our service is not intended for minors under 16, and as such we will not knowingly collect or sell the personal information of minors under 16.

5. Your rights

Depending where you reside and whether these rights are relevant to LGE’s processing of personal information, you may have the following rights with respect to your personal information, where applicable under local law:

- **Right to Access.** You may be entitled to request that we disclose to you the specific pieces of your personal information that we have collected about you in a portable and, to the extent technically feasible, readily usable format.
- **Right to Know.** You may have the right to confirm that we have collected personal information about you and know what personal information we have collected about you, including, as applicable, the categories of personal information we have collected, the sources from which we collected that personal information, the business or commercial purposes for which we collected, sold, and shared that personal information, the categories of personal information that we sold, shared, or disclosed to third parties for business purposes and the categories of third parties to whom we sold, shared or disclosed personal information.
- **Right to Deletion.** You may be entitled to request that we delete the personal information that we have collected from you. We will use commercially reasonable efforts to honor your request, in compliance with applicable laws. Please note, however, that we may need or be required to keep such information, such as for our legitimate business purposes or to comply with applicable law. You may also delete certain data on your own, for example, by deleting any saved preferences or user accounts on the Smart Media Product.
- **Right to Limit the Use of Sensitive Information.** California residents may be entitled to request limiting the processing of sensitive information to specific purposes, to the extent applicable. (Please note that LGE only uses sensitive account information for identification and authentication purposes when registering for or logging into your LGE Account, and therefore

LGE does not provide an option to limit the use of sensitive information.)

- **Right to Correct.** You may be entitled to request that we correct or update personal information that we hold about you.
- **Right to Opt Out of Sales of Personal Information.** You may be entitled to opt out of “sales” of personal information to third parties. To opt out of “sales”, you should activate the “Do Not Sell My Personal Information” toggle in the Settings menu, as described below.
- **Right to Opt Out of Targeted Advertising.** You may be entitled to opt out of targeted advertising. (Under California law, this is referred to as “sharing” of personal information for cross-context behavioral advertising.) To opt out of targeted advertising (and “sharing”), you should revoke your consent to the Interest-Based and Cross-Device Advertisements agreement as described below. You may also prevent the use of information collected from your Smart Media Product for advertising by selecting the “Limit Ad Tracking” option as described below.
- **Right to Opt Out of Profiling.** You may be entitled to opt out of profiling in furtherance of certain decisions that produce legal or similarly significant effects that concern you as a consumer. Please note that LGE does not engage in profiling that produces legal or similarly significant effects, and therefore LGE does not offer an option to opt out of such profiling.
- **Right to Non-Discrimination.** You have the right not to receive discriminatory treatment if you exercise the rights conferred to you by applicable privacy laws.

If you would like to exercise one of your rights, or if you are an authorized agent exercising rights on behalf of someone else, please contact us at <https://privacy.us.lg.com/policies> or 800-243-0000.

To process your requests to Access, Know, Delete, or Correct personal information (as described above), we must be able to verify your identity. To verify your identity, we may ask you to provide certain contact information and additional identifiers (e.g., LG Account information, MAC address of your Smart Media Product). You may also appoint an authorized agent to exercise your rights on your behalf. In order for us to honor a request made by your authorized agent, the agent (or you) must submit proof of your written authorization of the agent.

As described above in this section, you may have the right to opt out of “sales” of personal information to third parties. The “Do Not Sell My Personal Information” toggle (“Do Not Sell” toggle) located in the Settings menu helps you do this. When you manually activate the Do Not Sell toggle, LGE will cease “sales” of your personal information to third parties.

Even when the Do Not Sell toggle is activated, you may still continue to receive Interest-Based and Cross-Device advertisements from LGE (if you have consented to receive such advertisements), unless you revoke your consent to the Interest-Based and Cross-Device Advertising Agreement. You may opt out of receiving Interest-Based and Cross-Device advertising at any time by navigating to the Interest-Based & Cross-Device Advertising Agreement on the “User Agreements” page of the Settings menu. You may also prevent the use of information collected from your Smart Media Product for advertising by selecting the “Limit Ad Tracking” option on the “Advertisement” page of the Settings menu. To reset your Advertising

Identifier (and to prevent advertisements from being targeted based on personal information that was associated with that Advertising Identifier), you can press the “Reset Ad ID” button in the Settings menu.

Please note that if you activate the Do Not Sell toggle, you may still continue to see advertisements that are contextual or not targeted by individual device or personal information about you. Please also note that activating the Do Not Sell toggle will prevent us from selling your personal information until you either manually deactivate the Do Not Sell toggle or reset your Smart Media Product. If you reset your Smart Media Product and wish to opt out of sales, please activate the Do Not Sell toggle again.

Smart Media Products are household devices. Please be aware that if more than one person uses the Smart Media Product, LGE does not have a way to match the personal information we obtain through the Smart Media Product to any specific individual. As such, we may only be able to verify your identity if you use an LG Account associated with your Smart Media Product.

You may also contact us using the contact details above to appeal any decision we make relating to your request to exercise your rights.

6. Overseas Transfers

As a global organization, we, our affiliates, subsidiaries, and suppliers may need to transfer your information (including your personal information) outside the country where your Smart Media Product is located, for example to our headquarters in South Korea. We may transfer your personal information in this manner in order to provide you with our Smart Media Product and for any other purposes outlined in this Privacy Policy, consistent with this Privacy Policy and any applicable laws. You should also bear in mind that the data protection laws in many of these countries may not offer the same level of protection as those in your home country. However, before transferring we will take steps to ensure that safeguards are put in place aimed at ensuring the same level of protection as required by applicable data protection laws in the country where your Smart Media Product is located. For further information on how we handle and protect your personal information, please contact us at <https://privacy.us.lg.com/policies>, usprivacy@lge.com or 800-243-0000.

7. Additional disclosures for California consumers

The disclosures in this section describe how LGE collects, uses, processes, and discloses personal information of California consumers. These disclosures are intended to supplement the disclosures in this Privacy Policy with additional information as may be required by the California Consumer Privacy Act. We may collect the following categories of personal information:

- Identifiers (e.g., IP address, MAC address)
- Internet and other network activity information (e.g., Device Information, Basic Usage Information, Information in Connection with LG Channels, and Viewing Information, as described above)

- Commercial activity (e.g., the services you consent to use, your preferences)
- Geolocation data (e.g., your approximate location based on your IP address)
- Inferences (e.g., an understanding of your preferences and interests based on the other information we collect from you)
- Audio information (e.g., Voice Information, as described above)
- Sensitive information (e.g., account credentials such as LG Account username and password)

We may “sell” or “share” (as those terms are defined under California law) the following categories of personal information to third parties:

- Identifiers (disclosed to [partners powering add-on content and third-party advertising partners])
- Internet and other network activity information (disclosed to [partners powering add-on content and third-party advertising partners])
- Commercial activity (disclosed to [partners powering add-on content and third-party advertising partners])
- Geolocation data (disclosed to [partners powering add-on content and third-party advertising partners])
- Inferences (disclosed to [partners powering add-on content and third-party advertising partners])

We may also disclose the following categories of personal information for a business purpose:

- Identifiers (disclosed [within our corporate umbrella and to payment processors, customer service providers, security and quality assurance vendors, and data analytics providers])
- Internet and other network activity information (disclosed [within our corporate umbrella and to customer service providers, security and quality assurance vendors, and data analytics providers])
- Commercial activity (disclosed [within our corporate umbrella and to payment processors, customer service providers, security and quality assurance vendors, and data analytics providers])
- Geolocation data (disclosed [within our corporate umbrella and to customer service providers, security and quality assurance vendors, and data analytics providers])
- Inferences (disclosed [within our corporate umbrella and to payment processors, customer service providers, security and quality assurance vendors, and data analytics providers])

- Audio Information (disclosed [within our corporate umbrella and to customer service providers, security and quality assurance vendors, and data analytics providers])

For more detail about our disclosures of personal information, please refer to the “How LGE Shares Your Personal Information” section above. Please note that we may also share any or all of the categories of personal information described above for legal reasons or in connection with a sale or merger (as described in the “How LGE Shares Your Personal Information” section above).

8. How long will LGE keep my personal information?

We will take reasonable steps to make sure that we keep your personal information for no longer than is necessary for us to provide you with Smart Media Product Services or for the purpose for which it was collected, or as required by applicable law.

We apply criteria to determine the appropriate retention period for different categories of personal information you provide us with. For example, we will keep information necessary to protect us from possible legal claims, such as information relating to a contract, for the lifetime of the contract and up to ten years after. After this period, it will be deleted, or in some cases, anonymized. Where we have collected the personal information based on your consent and we have no other basis to continue with the processing of that information, we will delete your personal information if you subsequently withdraw your consent.

9. Security

We use commercially reasonable physical, technical, and organizational security measures designed to safeguard the confidentiality and security of your personal information. We make reasonable efforts to protect your information from disclosure, access or alteration of the information we hold as below.

- To ensure the security of our products, our internal security team uses the Security Development Lifecycle (SDL) to review our products from development through deployment and maintenance.
- We operate a program to collect vulnerabilities discovered after product launch. This program receives reports on all vulnerabilities related to LG products through the public website (<https://lgsecurity.lge.com>), and posts related policies such as protection for those who report vulnerabilities and product update support periods.
- We prevent the disclosure and misuse of personal information through privilege management, audits, and internal employee training. Data access permissions are managed by server administrators, and data personnel are required to complete security training.

Nevertheless, due to the design of the Internet, ever-changing technology, and other factors outside of our control, no data security measures can guarantee security.

10. Children and LGE Smart Media Products

LGE recognizes that parents, guardians, or other adults may purchase the Smart Media Products for family use. When users of all ages interact with LG Smart Media Services, certain persistent identifiers may be automatically collected. For any Smart Media Services directed to children under 16, personal information would only be collected and processed to improve the Services and for internal business operations. LGE may not be able to know whether information was collected from a child under 16 and treats this information as if it were provided by an adult. If LGE learns that it has collected information of a child under 16, LGE will use commercially reasonable efforts to delete such information as soon as possible and take any other measures required by applicable law.

11. Consenting for others

Smart Media Products are household devices. If you know that this device will be used by more than one person, you represent that you have obtained consent from all others who will use this Smart Media Product to this Privacy Policy and are providing consent on their behalf.

12. Additional information for features and add-on services

For additional information regarding features and related add-on services, please refer to the specific Additional User Agreements that relate to such features and services, which you can find in the “User Agreements” page in the Settings menu.

13. Changes to LGE's Privacy Policy

This Privacy Policy may be updated from time to time, with changes effective as of the date indicated on the updated policy. If we make a material change to our Privacy Policy, we will update you via your Smart Media Product or other means. You may be required to acknowledge or agree to the revised Privacy Policy in order to continue using certain Smart Media Product Services.

14. Contacting LGE about this Privacy Policy

If you have any questions or comments about this Privacy Policy or LGE’s processing of your personal information, please contact <https://privacy.us.lg.com/policies>, usprivacy@lge.com, tv.privacy@lge.com or 800-243-0000.

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