

**Important: Please read these terms and conditions before you register for and use “LGE” mobile application services(the “service”).**

LG Electronics India Private Ltd.(“LGE” or “we” or LG Electronics India Pvt Ltd. Or LGE Mobile application) welcomes you to the LGE MOBILE APPLICATION which provides you, the end-user (either “you” or “end-user”), to access, and/or use services available through the Mobile application or the software made available through or related to the service or the Mobile application (the “Service”) and assistance to enhance your experience with any internet enabled consumer product which is manufactured by LGE and/or its Affiliates (“LGE Internet Enabled Product”). Please read these LGE End-User Terms and Conditions (the “Agreement”).All features of the APPLICATION are only for the representation purposes and may divert your query to the other third party contents or LG official website. The Application is only one of the communication medium and does not claims to be the perfect or the only medium between the endusers and LGE. Some of the features like Product Inquiry is just an additional feature to assist you or provide some additional information available on our Website.

You can register for the service through your mobile device. By registering or the service, you will be taken to have read, understood and accepted these terms and conditions in the same way as if you have signed a printed version and you will be bound by them and they will continue to apply every time you use the service.

In these terms and condition, “we”, “our” and “us” mean LG electronics India private limited or opts authorized dealers and “you” and “yours” mean the individual who is using the service. These terms and conditions apply to your use of the service (including, for greater certainty, LGE mobile application), and any information contained therein.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and LG Electronics India private limited or its Authorized dealer as a result of this agreement or use of this Application. LG India private limited or its agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of LG Electronics India private limited or its authorized dealer's right to comply with government, court and law enforcement request to your use of this application or information provided to or gathered by LG Electronics India private limited or its Authorized dealer with respect to such use.

TO AGREE TO THE TERMS OF THE AGREEMENT, CLICK "AGREES." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE OR ACCESS THE MOBILE APPLICATION.

LGE may, in its sole discretion, change the terms of the Agreement from time to time. By continuing to access, download, and/or use and/or Services or assistance in the Mobile application after we post any such changes, you accept the Agreement, as modified. We may change, restrict access to, suspend or discontinue the Mobile application, or any of the Services provided, at any time.

LGE respects the privacy of its end-users. Please take time to review our Privacy Policy for the Mobile application [annexure]

YOU MUST BE INDIAN CITIZEN AT LEAST 18 (EIGHTEEN) YEARS OF AGE TO USE OR ACCESS THE MOBILE APPLICATION. IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR HOME STATE, YOU MUST HAVE YOUR PARENT OR LEGAL GUARDIAN'S PERMISSION TO USE OR ACCESS THE MOBILE APPLICATION.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR USE OF THE MOBILE APPLICATION AND/OR SERVICES. BEFORE USING, DOWNLOADING FROM OR OTHERWISE ACCESSING THE MOBILE APPLICATION, EITHER THROUGH YOUR LGE INTERNET ENABLED PRODUCT, YOUR SMART PHONE CAREFULLY READ THIS AGREEMENT. THE SERVICES AND ASSISTANCE PROVIDED THROUGH THE MOBILE APPLICATION ARE PROVIDED TO YOU, THE ORIGINAL END-USER; SOLELY FOR YOUR PERSONAL USE AS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE, DOWNLOAD OR OTHERWISE ACCESS THE MOBILE APPLICATION.

## **1. Your Mobile application & Account Membership**

Members are those users who create an account through their smart phones (the “Account” or the “Member Account”) Members may:

- A. Obtain Services or assistance for any LGE Internet Enabled Product;
- B. Make changes to Account information; and.
- C. Cancel an Account.

Each Member will create an account ID and passwords that may be used to access the Mobile application, download application(s) from the Mobile application, and use the Services.

To create a Member Account, you may be required to provide information about yourself (such as identification or contact details). Do not reveal your Member Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Member Account and for all activities that occur on or through your Member Account. You agree that you are solely responsible for (and LGE has no responsibility to you or any third party for) any breach of your Member Account.

Members further agree:

A. to provide accurate and complete information when you create a Member Account;

B. to keep the information you provide accurate and complete; and

C. to notify LGE immediately of any breach of your Member Account.

D. To add or delete any product either earlier purchased or new one at its sole discretion.

E. to provide and review your instructions, communications, appointment details and information shared by you on regular basis and report any error in timely manner.

F. to receive any feedback form, push mails, notifications, market communications, market promotions, alerts, warranty expiry detail, call status, etc.

G. that AMC request shall be entertained only after the Post examination of the concerned product.

H. that there may be delay after the call logging on this APP as integration with the service network may take some time i.e. next day.

End-user further agrees that Survey /feedback form taken by LGE may be for any purposes whatsoever and you shall not entitle for any right whatsoever on the same.

## **2. Your Use of Mobile application and Services; Access**

You agree to use the Mobile application, and the Services only for personal, noncommercial use. You agree not to access or attempt to access the Mobile application by means other than through the interface or software that is provided by LGE, unless LGE specifically authorizes you to do so by written agreement. You agree not to modify the interface or software in any manner, or use modified versions of the software, for any purposes including obtaining unauthorized access to the Mobile application. You may not reverse engineer, decompile, or disassemble the Mobile application, the Services or any Services downloaded from the Mobile application, except and only to the extent that such activity is expressly permitted by applicable law.

You agree that you will not engage in activities that interfere with or disrupt the Mobile application, any services offered through any Services available on the Mobile application, or any other server, network, service or web mobile application associated with any LGE internet enabled product or the Mobile application ("LGE Internet Enabled Product"). You agree not to misuse our Services. For example, do not interfere without Services or try to access them using a method other than the interface and the instructions that we provide. In addition, you may use our Services only as permitted by laws or regulations.

Access to and downloading from the Mobile application requires at least an LGE Internet Enabled Product and an Internet connection. You may not be able to access Services from the Mobile application unless you are a Member, as defined in this Agreement. In addition, your use of certain aspects of the Mobile application may require an Internet connection.

## **3. LGE's Rights**

LGE reserves the right, in its sole discretion, to add, remove, disable access to, block, or modify the Mobile application, and the Services, and to add, remove, disable access to, block, or modify remotely any Services provided through the Mobile application, if LGE considers such actions are necessary or appropriate including, without limitation, to comply with any contractual obligations (between third parties and LGE), a court order, or for any other reasons LGE deems necessary. LGE may limit the use of or access to certain features or portions of the Mobile application, the Services in its sole discretion without notice or liability.

LGE has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Mobile application, to investigate any reported or apparent violation of this Agreement, and to take action that LGE in its sole discretion deems appropriate, including, without limitation, suspension or termination of Accounts hereunder. If your Account is suspended, you may not cancel your Account until such time as your Account is eligible for reinstatement, in LGE's sole discretion.

## **4. Intellectual Property Rights**

You agree that the Mobile application and the Services available through the Mobile application, 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 or other third parties. Neither you nor anyone acting on your behalf may acquire any intellectual property rights or other proprietary rights, including patents, designs, trademarks, copyrights or trade secrets relating to the contents in the Mobile application or in the Services, except as mutually agreed upon in a writing with the proper parties having authority to grant such rights.

## **5. Notice and Procedure for Making Claims of Copyright Infringement**

Notifications of claimed copyright infringement must be sent to LGE'S Designated Agent. To be effective, the notification must be a written communication that includes the following:

A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online mobile application are covered by a single notification, a representative list of such works at that mobile application;

C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

D. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

E. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

F. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We may give notice to our users by means of a general notice on any of our web mobile applications, electronic mail to a user's e-mail address in our records, or written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below.

To be effective, the counter-notification must be a written communication that includes the following:

a. Your physical or electronic signature;

b. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

c. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

d. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a District Court for the judicial district in which your physical address is located, or if your physical address is outside India, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

## **6. Third Party Materials, Objectionable Content, LG website Content**

You understand, acknowledge and agree that certain Services 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 or the LG website content as the images, services, product description are only for representation purposes. LGE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING, AND ACCEPTS NO LIABILITY IN RESPECT OF, SUCH THIRD PARTY CONTENT OR ANY OTHER CONTENT ON LG WEBSITE .

You understand, acknowledge, and agree that by accessing and using the Mobile application and Services that you may encounter material, PUSH NOTIFICATIONS, MAILS, MESSAGES, PRODUCT DETAILS that you may deem explicit or is offensive, indecent or objectionable to you, or not required by you and that you may not be warned about such material in advance. LG may provide certain tips , maintenance tips , alerts , push notifications , mails, offers , product or service information, new product launches etc. YOU AGREE THAT YOUR DOWNLOADING, ACCESSING SUCH INFORMATION AND USE OF ALL SERVICES WILL BE AT YOUR SOLE RISK, AND LGE SHALL HAVE NO LIABILITY TO YOU AS A RESULT OF ANY EXPOSURE THROUGH SUCH SERVICES, INFORMATION.

## **7. Indemnification**

To the maximum extent permitted by law, you agree to defend, indemnify and hold LGE its parent and affiliates and their respective directors, officers, employees, and agents harmless from and against any and all claims arising out of your breach of this Agreement, your use of the Mobile application, or your use of any Services on the Mobile application.

## **8. Warranty and Disclaimers**

EXCEPT AS MAY BE PROVIDED UNDER A WARRANTY FOR NEWLY PURCHASED DEVICES, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE MOBILE APPLICATION OR ANY SERVICES PROVIDED THROUGH THE MOBILE APPLICATION IS AT YOUR SOLE RISK AND THAT ACCESS TO THE MOBILE APPLICATION IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND OR NATURE AND ALSO THAT ANNUAL MAINTENANCE CONTRACT (AMC) FOR OUT OF WARRANTY PRODUCTS WILL BE GIVEN POST EXAMINATION OF THE PRODUCT BY SERVICE

ENGINEER .LGE DOES NOT WARRANT THAT USE OF THE MOBILE APPLICATION OTHER SERVICES WILL BE CONTINUOUSLY AVAILABLE OR ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LGE AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY IMPLIED OR STATUTORY TERMS, CONDITIONS OR WARRANTIES, INCLUDING THOSE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT. LGE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE OR OPEN SOURCE SOFTWARE. ALL THIRD PARTY SOFTWARE AND OPEN SOURCE SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND BY LGE.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND UNDER NO CIRCUMSTANCES SHALL LGE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, OR LICENSORS 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 SERVICES PROVIDED THROUGH THE MOBILE APPLICATION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF LGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL LGE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SERVICES PROVIDED OR OPEN SOURCE SOFTWARE, EVEN IF LGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. FURTHER LGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERROR MADE BY YOU IN ENTERING ANY DETAILS OR PROVIDING AND REQUEST/ORDERS OR INSTRUCTIONS WHEN YOU USE THE APPLICATION.

Please note that some jurisdictions do not allow the exclusion or limitation of implied warranties, terms or conditions or the limitation of incidental or consequential damages so the above limitations and exclusions may be limited in their application to you. For further information about your statutory rights, please contact your local authority, trading standards department, citizens' advice bureau or equivalent.

## **10. Term and Termination**

This Agreement is effective until terminated. LGE may terminate this Agreement in whole or as it applies to your use of any Services or the Mobile application if you breach any of the terms of this Agreement. You may terminate it at any time by cancelling your Account, provided that your Account is not in suspension. In addition, LGE reserves the right to modify, suspend, or discontinue the Mobile application (or any part or content thereof) at any time with or without notice to you, for any reason whatsoever, and LGE will not be liable to you or to any third party should it exercise such rights.

If you cancel your Account, you may register for another Account at any time, but you cannot use your prior Account ID for a period of three (3) months from the date of cancellation. If a former Account holder registers again, even under the same Account ID, his or her prior information is not able to be recovered, including any cash or credits or other rights available at the time of cancellation.

## **11. Miscellaneous Provisions**

a. Governing law: This Agreement is governed by and construed in accordance with the laws of *India*, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under this Agreement and or your use of the Services or Mobile applications resides in the courts located in *Delhi*, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. If it turns out that a particular provision in these Terms is not enforceable, that will not affect any other provision.

b. Severability: In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired

c. Enforcement of Agreement: LGE reserves the right to take any steps it believes to be reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that LGE has the right, without liability to you, to disclose any information relating to your use of the Mobile application to law enforcement authorities, government officials, and/or a third party, as LGE believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement or to comply with applicable law.

d. Entire Agreement: By accepting this Agreement, you agree that the Agreement (including all incorporated or referenced documents) set forth the entire agreement between you and LGE, and supersede all prior agreements, whether written or oral, with respect to the Mobile application and all Services, notwithstanding the terms or conditions of any such prior agreements. If LGE fails to enforce any right or provision in this Agreement, such failure will not constitute a waiver of such right or provision

YOU ACKNOWLEDGE THAT THE SERVICE AND THE APPLICATION UTILIZE COMPLEX COMPUTER AND TELECOMMUNICATION NETWORKS AND THAT, AS SUCH, CONTINUED, UNINTERRUPTED AND ERROR FREE ACCESS TO THE SERVICE AND/OR THE APPLICATION CANNOT BE GUARANTEED. IN LIGHT OF THE FOREGOING, NEITHER LGE INDIA PRIVATE LIMITED., ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS NOR ANY OTHER THIRD PARTY PROVIDER SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, WHICH MAY ARISE OUT OF ANY OBLIGATION OF LGE INDIA PRIVATE LIMITED OR ITS AUTHORIZED DEALERS UNDER THIS AGREEMENTS, FROM ANY OUTAGE, INTERRUPTION, DISCONTINUATION OR DELAY IN THE SERVICE OR THE APPLICATION OR ANY PART THEREOF OR ANY ERROR CONTAINED THEREIN, OR FROM ANY OTHER NON- PERFORMANCE, DEFECTIVE

PERFORMANCE DUE TO ANY CAUSE DUE TO MALFUNCTION OF EQUIPMENT, PROGRAMS OR OPERATIONS OF LGE INDIA PRIVATE LIMITED, ITS AUTHORIZED DEALERS OR ANY THIRD PARTY, OR NEGLIGENCE OF LGE INDIA PRIVATE LIMITED., ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS OR ANY THIRD PARTY PROVIDER BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF OPPORTUNITY, HOWEVER CAUSED, RELATED TO ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, RELIANCE ON, OR INABILITY TO ACCESS OR USE THE SERVICE, THE APPLICATION OR THE INFORMATION OR FOR ANY DELAY IN OR FAILURE OF TRANSMISSION OF ANY INSTRUCTION OR NOTIFICATION, OR FOR ANY DELAY IN OR FAILURE OF TRANSMISSION OF ANY INSTRUCTION OR NOTIFICATIONS SENT TO US THROUGH THE SERVICE, EVEN IF SUCH PARTY KNEW, SHOULD HAVE KNOWN OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If any provision of this agreement is declared to be invalid or unenforceable under any applicable law, the validity or enforceability of the remaining provision contained herein shall not be affected in any manner whatsoever, and any such invalid or unenforceable provision shall be deemed to be severable and ineffective only to the extent necessary to render the remaining portion of these terms and condition valid and enforceable.

You acknowledge and agree that you have read and understood and agree to be bound by the terms and conditions, including, without limitation, the and condition herein, and the provision herein that limit the liability of LGE INDIA PRIVATE LIMITED, its licensors or its affiliates or its authorised services centers for damages, including, without limitation, damages caused by, arising from or in connection with technical errors affecting the service.

**THESE TERMS AND CONDITION FORM A CONTRACT BETWEEN YOU AND US IN RESPECT OF THE SERVICE. FOR YOUR OWN BENEFITS AND PROTECTION YOUR OWN BENEFIT AND PROTECTION YOU SHOULD READ THE TERMS AND CONDITION SET OUT HEREIN CAREFULLY BEFORE YOU START TO USE THE SERVICE..**

ALL TRADEMARS AND COPYRIGHTS OWNED BY LGE INDIA PRIVATE LIMITED

## PRIVACY POLICY

LG Electronics India Pvt. Ltd. ("LGEIL" or LGE or LG or OUR or WE OR LG ELECTRONICS) is committed to protecting your privacy on the Internet. We believe that it is important for you to know what we do with your personal information. When it comes to consumer data collected electronically, LG Electronics will provide notice, choice, access and security in ways described below. In general, you, as our customer, end-user, can download our service application without having to reveal any personal information that you do not want to disclose. BY USING THIS APPLICATION, YOU CONSENT TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY AND TO OUR PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSES STATED BELOW. By submitting your personal data to us you will be treated as having given permission –where necessary and appropriate –for disclosures refer in this policy. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THIS APPLICATION (APP).

### A. Information Collected

This privacy policy applies only to information collected on this APPLICATION(APP) and does not apply to information collected by LGEIL through any other means.

We collect two types of information from visitors to this APPLICATION(APP): (1) Personally Identifiable Information; and (2) Non- Personally Identifiable Information, such as your IP address or cookies.

#### (1) Personally Identifiable Information

"Personally Identifiable Information" is information that identifies you personally, such as your name, address, telephone number, email address, or company name. LG Electronics collects and stores the personally identifiable information that you have provided to us. Here are some examples of manners in which we may collect your personally identifiable information on this APPLICATION(APP):

We may collect your first and last name and product or service details if you contact us with a question related to our products or services;

We may collect your first and last name and mailing address if you request a product on this APPLICATION(APP); We may collect your name, email address or phone number if you contact us with a question.

We may collect your first and last name, date of birth and email address if you choose to participate in a contest or sweepstakes; and/or

The above list provides an example of the personally identifiable information that may be collected on this APPLICATION(APP). If you do not want LG Electronics to collect your personally identifiable information, please do not provide it to us.

#### (2) Non-Personally Identifiable Information

"Non-Personally Identifiable Information" can be technical information or it can be demographic information, such as your age, location, gender or interests. Non-personally identifiable information does NOT identify you personally. Here are some examples of the non-personally identifiable information that is collected via this APPLICATION(APP):

Internet Protocol (IP) address -- Your IP address is a number that lets computers attached to the Internet know where to send you data -- such as the web pages you view.

Cookie -- We may use a variety of methods, including "cookies" to collect information.

What is a cookie?

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a APPLICATION(APP). Cookies are then sent back to the originating APPLICATION(APP) on each subsequent visit, or to another APPLICATION(APP) that recognizes that cookie. Cookies are useful because they allow a APPLICATION(APP) to recognize a user's device. You can find more information about cookies at:<http://www.allaboutcookies.org>.

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improve the user experience. They can also help to ensure that advertisements you see online are more relevant to you and your interests.

The cookies used on our Sites and/or Services have been categorized based on the categories found in the ICC UK Cookie guide. A list of all the cookies used on our Sites and/or Services by category is set out below.

**Web Beacons.** (also known as "clear gifs," "web bugs" or "pixel tags") "Web Beacons" are tiny graphics with a unique identifier, similar in function to cookies, and are used to allow us to count users who have visited certain pages of the Sites and to help determine the effectiveness of promotional or advertising campaigns. When used in HTML-formatted email messages, web beacons can tell the sender whether and when the email has been opened. In contrast to cookies, which are stored on a user's computer hard drive, web beacons are embedded invisibly on web pages.

### Performance Cookies

LG Electronics collects cookies on our Sites and/or Services to capture information about page visits (e.g. "performance cookies.") This information is anonymous and LG Electronics uses this information only internally - to deliver the most effective content to our visitors. Information from the cookie is used to gauge page popularity, analyze traffic patterns on our Sites and/or Services and guide development of other improvements to our Sites and/or Services.

**Targeting, Performance, and Functionality Cookies**

In our email programs, LG Electronics employs some tracking methods (e.g. "targeting, performance, and functionality cookies"). We track "opens" via a tracking pixel in the email- meaning we track who opens our e-mail messages and when you open our e-mail messages; and we track "clicks" via encoded URLs-meaning we track whether you click on the links contained in our e-mail messages. This information is used internally only to help us deliver relevant messaging, and is not shared with any third parties.

**Functionality and Necessary Cookies**

LG Electronics does not require that you accept cookies and/or you may withdraw your consent to our use of cookies at any time by adjusting your browser's privacy settings, however, some functionality on our Sites (e.g. "functionality cookies"), our product or service check-out process, and Services may be disabled if you decline to accept cookies ( e.g. "necessary cookies").

**Opt Out**

From time to time, we communicate with users who subscribe to our services via email or text message. For example, we may use your email address to confirm your request, to send you notice of payments, to send you information about changes to our products and services, and to send notices and other disclosures as required by law. Although you may opt out of marketing messages, please note that it is in your interest to ensure that we are able to deliver certain non-marketing-related messages, such as notices of payments, and that we may be required to deliver certain notices to you by law. In addition we may deliver certain marketing-related messages, and in this case, we ask your additional consent.

However, we provide you the opportunity to exercise an opt-out choice if you do not want to receive other types of communication from us, such as emails or updates from us regarding new services and products offered on the Sites or if you do not want us to share your information with third parties. The opt-out choice may be exercised by ticking or un-ticking the appropriate box provided at the points where information is collected, or by contacting us using the contact details provided at the respective location. . We will process your unsubscription as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscription is processed. You also may opt-out of receiving such emails by clicking on the "unsubscribe" link within the text of the email.

**How will LGEIL use the information it obtain?**

We use your information that is collected through this Application primarily for the following purposes:

- To register your complaint /call for inquiry /service.
- To arrange visits at your doorsteps for product service.
- To provide Annual Maintenance Contract.
- To create a sales lead
- To provide customer service;
- To alert you of special offers, updated information, other new products or service, or to forward promotional materials to you;
- To complete a transaction or service requested by you;
- To fulfill the terms of a promotion;
- To ensure the Sites are relevant to your needs;
- To help us create and publish content most relevant to you;
- To notify you about a material change to this Privacy Policy or the Terms of Use, if necessary;
- To allow you access to limited-entry areas of the Sites;
- To allow you to upload content or to add a comment to the Sites;
- To contact you in response to sign up forms such as "Contact Us" or other inquiries.

- to analyze, review, and improve the products or service we offer;
- to understand how customers are using the Sites
- to develop new products and service we offer;
- to provide you with a user-friendly navigation experience;
- to protect and defend our rights and property, including by way of legal proceedings;
- to comply with regulatory requirements;
- for marketing; and for internal record keeping

LG Electronics never gives away information about our users. If you choose to provide Personal Information about yourself, LG Electronics will use this information only to communicate directly with you. LG Electronics will not sell, rent or otherwise disclose that information to third parties unless such disclosure is necessary for the purposes set forth in this Policy, by law or a policy or notice contained or associated with a specific Site(s) and/or Service(s).

#### Information Sharing

- **To our parent company, subsidiaries and affiliates** LGE may have to share your data with these parties in order to provide you with services that have been requested by you, or so that we can ensure our services and products are meeting your needs. For example, in some instances LGE may be required to transfer your data to our parent company in the Republic of Korea in order to provide you with a product or service requested by you. In addition, LGE may share your data with its affiliates and subsidiaries around the world for the purposes described in this Privacy Policy. The term 'affiliates' or 'subsidiaries' refers to group companies who may be using LG name or who has common ownership or control such as LG CNS.
- We generally do not share with third parties the information we receive as a result of you using the Sites. Nevertheless, please be aware of the following circumstances where we may share such information with the following entities
  - **Third Party Service Provider.**
    - If you purchase or download an item from a site, we may share your data in order to provide the item to you. In addition, if you email us a question, we may use your email address to process your request and respond to your question. In addition, if you purchase a product via the Sites, we may need to share your data with third parties in order to have that product delivered to you and installed as you requested. Also, if you are entering a competition or prize draw, we may use your data in order to fulfill the terms of that promotion.
    - To unaffiliated third-party service providers, agents or independent contractors who help us maintain our Sites and provide other administrative services to us (including, but not limited to, order processing and fulfillment, providing customer service, maintaining and analyzing data, sending customer communications on LGE()'s behalf, and entry collection, winner selection and prize fulfillment for contests, sweepstakes and other promotions). We seek to ensure that these unaffiliated third parties will not use the data for any other purpose than to provide the administrative services for which they are responsible. Because such unaffiliated third-party service providers that help us administer our Sites will have access to users' data, if you do not wish for our unaffiliated third-party service providers to have access to your information, please do not register or submit any Personally Identifiable Information to us.
    - If you choose to make a payment on the Sites, we may collect from you your credit card number, billing address and other information related to such service purchase, and we may use such collected information in order to fulfill your purchase. We may also provide such information, or other personally identifiable information provided by you, to unaffiliated third parties as necessary to complete your purchase (for example, to process your credit card)
  - **Other Parties When Required by Law.** As required by court order or other government or law enforcement authorities in order to comply with legal process or law;
  - **Other Parties in Connection with Corporate Transactions.** In connection with a corporate event, such as a merger or sale of all or part of LGE( ) business (including that of a division or subsidiary), where



LGE may need to disclose information to a potential buyer and its professional advisers;

- **Other Parties When it is Necessary to Protect Our Service.** In order to protect and defend our rights and property, including by way of legal proceedings;
- **Other Parties When it is to Protect Any of Our Users' Personal Safety or Property.** In order to protect the personal safety or property of our users or the public

**To strategic partners, agents, third party marketers or other unaffiliated parties who are offering products or services that we believe may be of interest to you.** These parties may use your personally identifiable information to contact you with an offer or advertisement related to a product or service. In this case, we may ask your additional consent.

#### Overseas Transfers

We, our affiliates, subsidiaries, and suppliers may use information (including your personal information) in countries other than where you are located in connection with providing you with our service and any other purposes outlined in this Privacy Policy. The data protection laws in many of these countries may not offer the same level of protection as those in the country where you are located. However, before transferring your personal information we will take steps to ensure that such information will be afforded the same level of protection. By agreeing to this Privacy Policy you expressly consent to us and our business associates and suppliers processing your data in any jurisdiction, including, without limitation, Republic of Korea and the United States in accordance with this Privacy Policy

#### How long will LGE keep my personal Information

We will take reasonable steps to make sure that we keep your personal information for as long as it is necessary for us to provide you with using the Sites or other purposes set out in this Privacy Policy.

#### Location-Based Services

We may collect, use, and share (with LG Electronics' partners, service providers and licensees) precise location data, including the real-time location of your mobile or fixed location device.

#### Analytics Tools

We use analytics tools and other third party technologies, such as Google Analytics and DoubleClick Cookies, to collect non-personal information in the form of various usage and user metrics when you use our online Sites and/or Services. These tools and technologies collect and analyze certain types of information, including cookies, IP addresses, device and software identifiers, referring and exit URLs, onsite behavior and usage information, feature use metrics and statistics, usage and purchase history, MAC Address, mobile unique device ID, and other similar information.

The third party analytics companies who collect information on our Sites and/or Services and other online products and/or services may combine the information collected with other information they have independently collected from other APPLICATION(APP)s and/or other online or mobile products and services relating to your activities across their network of APPLICATION(APP)s as well as online and/or mobile products and services. Many of these companies collect and use information under their own privacy policies

In addition to our use of technologies as described herein, we may permit certain third party companies to help us tailor advertising that we think may be of interest to you based on your use of LG Electronics Sites and/or Services and to otherwise collect and use data about your use of LG Electronics Sites and/or Services. For more information about this practice, please see the "Third Party Advertising Technologies" section below.

You may opt out of the DoubleClick cookie by visiting the Google advertising opt-out page or you may opt out of Google Analytics by visiting the Google Analytics opt-out page

Google has additional information available about their Remarketing Privacy Guidelines, and Restrictions.

#### (2)(ii). Third Party Advertising Technologies

In addition to using cookies and related technologies as described above, we also may permit certain third party companies to help us tailor advertising that we think may be of interest to users and to collect and use other data about user activities on our Sites and/or Services (e.g., to allow them to tailor ads on third party services). These companies may deliver ads that might also place cookies and otherwise track user behavior. These companies may use information about user behavior in order to provide customized advertisements across various services and products. In the course of providing these services, products or placing advertisements, these third party companies may place or recognize a unique cookie on your computer, and may record information to these cookies based upon your activities on any of our Sites and/or Services and on third party APPLICATION(APP)s. Each of these companies uses this cookie information according to their own privacy and security policies. If you wish to not have this information used for the purpose of serving you targeted ads, you may opt-out as indicated in this Policy. Please note this does not opt you out of being delivered advertising. You will continue to receive generic ads. If you do not want LG Electronics to have access to this information, please do not visit our Sites.

## **B. Use of Information Collected Via this APPLICATION (APP)**

### **(1) Personally Identifiable Information**

We use your personally identifiable information that is collected on these Sites primarily for the following purposes:

To alert you to special offers, updated information and other new products or services from LGEIL or other third parties, or to forward promotional materials to you;

To complete a transaction or service requested by you from LGEIL;

To fulfill the terms of a promotion;

To ensure this APPLICATION(APP) are relevant to your needs;

To help us create and publish content most relevant to you;

To notify you about a material change to this privacy policy or the Terms of Use Agreement, if necessary;

To allow you access to limited-entry areas of this APPLICATION(APP); and To contact you in response to sign up forms such as Contact Us or other inquiry.

To optimise our services we may wish to use your personal data for direct marketing. As we respect your privacy we will only use your personal data for this purpose when you are aware thereof and if required we will request your consent prior to using your personal data for direct marketing.

### **(2) Non-Personally Identifiable Information**

Non-personally identifiable information is used as described above and in other ways as permitted by applicable laws, including combining non-personally identifiable information with personally identifiable information. We use cookies to learn more about the way you interact with our content and help us to improve your experience when visiting our APPLICATION(APP)

Cookies remember the type of browser you use and which additional browser software you have installed. They also remember your preferences, such as language and region, which remain as your default settings when you revisit the APPLICATION(APP). Cookies also allow you to rate pages and fill in comment forms. Some of the cookies we use are session cookies and only last until you close your browser, others are persistent cookies which are stored on your computer for longer.

## **C. Sharing and Disclosure of Information**

### **(1) Personally Identifiable Information**

We may share or disclose your personally identifiable information that is collected on these Sites to LGEIL to strategic partners, agents, third party marketers or other unaffiliated parties who are offering products or services that we believe may be of interest to you. These parties may use your personally identifiable information to contact you with an offer or advertisement related to a product or service. If you do not want us to share your personally identifiable information in this manner, please do not provide us with this information. To comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on us, protect and defend our rights or property, including the rights and property of LG Electronics or act in urgent circumstances to protect the personal safety of our end users.

To track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties

LGEIL may offer you the possibility to connect your accounts from third party social networking sites, such as Facebook and Twitter (each, a "Social Networking Site"), with the Services by an application programming interface or other software. If you allow LGEIL to connect the Services with your accounts on such Social Networking Sites, we may access your account information and other information, which may include Personal Data, from such Social Networking Sites. In addition, we may collect, use and store such information as set forth in this Privacy Policy and we may combine this information with other information in our records. While your account from such Social Networking Site is connected to the Services, we can display on the Services information about your social networking activity and account. It is your choice whether to use any such Social Networking Site, and you understand that in some instances such Social Networking Sites may request permission to access and publish information about you or your friends that is included in your LGEIL account.

To protect against potential fraud, we may verify with third parties the information collected from these Sites. In the course of such verification, we may receive personally identifiable information about you from such services. Except as described in this Privacy Policy or at the time we request the information, we do not otherwise use, share or otherwise disclose your personally identifiable information to any third parties.

### **(2) Non-Personally Identifiable Information**

We use non-personally identifiable information collected on this APPLICATION(APP) in the manner disclosed above, in the Section A (2). We may share this non-personal information with third parties.

## **D. Collection and Use of Information from Children Under the Age of 18**

LG Electronics does not knowingly collect or solicit Personal Information from anyone under the age of 18 or knowingly allow such persons to use this APPLICATION(APP). If you are under 18 please do not attempt to register on this APPLICATION(APP) or send us any Personal Information.

#### **E. User Opt-In and Opt-Out**

LG Electronics licenses technology to serve advertisements on other Sites and within its content as that content is served across the Internet. In addition, LG Electronics may use third party network advertisers to serve advertisements and third party analytics vendors to evaluate and provide us with information about the use of the Sites and viewing of our content. We do not share Personal Data with these third parties, but ad network providers, the advertisers, the sponsors, and/or analytics service providers may set and access their own cookies, pixel tags and similar technologies on your Device and they may otherwise collect or have access to data about you, including usage data. Third parties that provide marketing programs on LG Electronics' behalf are responsible for maintaining both cookie opt-in and opt-out functionality. We and our network advertisers may target advertisements for products and services in which you might be interested based on your visits to both the Sites and other web sites subject to your prior opt-in if and when required by the applicable laws. If you prefer to not receive targeted advertising any longer, you can opt out of the same under the option given in the Application(APP).

Please note that even if you choose to remove your Personal Data (opt out), you might still see advertisements while you're browsing online.

#### **F. Email Opt-Out**

From time to time, we communicate with users who subscribe to our services via email or text message. For example, we may use your email address to confirm your request, to send you information about changes to our products and services, and to send notices and other disclosures as required by law. Generally, users cannot opt-out of these communications, but they will be primarily informational in nature rather than promotional. However, we provide you the opportunity to exercise an opt-out choice if you do not want to receive other types of communication from us, such as emails or updates from us regarding new services and products offered on this APPLICATION(APP) or if you do not want us to share your personally identifiable information with third parties. The opt-out choice may be exercised by ticking or un-ticking the appropriate box if such checkbox is available at the points where personally identifiable information is collected or by contacting us. We will process your unsubscribe as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed. You also may opt-out of receiving such emails by clicking on the "unsubscribe" link within the text of the email and other options given under the APPLICATION(APP).

#### **G. Forums, Chat Rooms and Other Public Posting Areas**

Please note that any information you include in a message you post to any board, chat room, forum or other public posting area is available to anyone with Internet access. If you don't want people to know your e-mail address, for example, don't include it in any message you post publicly.

#### **H. Third Party Web Sites**

This statement applies solely to information collected on this APPLICATION(APP). This APPLICATION(APP) may contain links to other web sites. We are not responsible for the privacy practices or the content of these other web sites linked to this APPLICATION.

#### **I. Assignment**

In the event that all or part of our assets are sold or acquired by another party, or in the event of a merger, you grant us the right to assign the personally identifiable and non-personally identifiable information collected via this APPLICATION (APP).

#### **J. Changes to this Privacy Policy**

We reserve the right to change this privacy policy from time to time in our sole discretion. When we do, we will also revise the "last update" date at the bottom of this privacy policy. If you do not consent to any updates to this Privacy Policy, some of the service may be restricted.

#### **K. Security**

No data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to LG Electronics is done at your own risk.

Once we receive your transmission, we make reasonable efforts to ensure security on our systems. We use firewalls to protect your information from unauthorized access, disclosure, alteration, or destruction. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered or destroyed by breach of such firewalls and secure server software.

If we learn of a security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using these Sites or providing personally identifiable information to us you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of these Sites. We may post a notice on our Sites if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

As we value your personal information, we will ensure an adequate level of protection. As mentioned above we have therefore implemented technology and policies with the objective of protecting your privacy from unauthorised access and improper use and will update these measures as new technology becomes available, as appropriate.

**L.**

This Privacy Policy, including all revisions and amendments thereto, is governed by and construed in accordance with the laws of the jurisdiction in India where you are a resident, without regard to its conflict or choice of law principles which would require application of the laws of another jurisdiction.

**M.**

By using the Services in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the officers, directors and employees of LGEIL and its parent, subsidiaries, affiliates (all such individuals and entities collectively referred to herein as the "LG GROUP") arising out of, relating to, or connected in any way with the Services or the determination of the scope or applicability of this agreement to decide, will be resolved exclusively by Courts of Delhi, India.

**N.**

If you feel that this Application (APP) is not abiding by its posted privacy policy, please contact Webmaster of LG Electronics India on LG Electronics India Pvt. Ltd., 51 Udyog Vihar, Surajpur Kasna Road, Greater Noida (Uttar Pradesh), PIN - 201306, India. All information you provide in any written communication will also be covered by this policy.

**SMS Users**

For customers who agreed to SMS messaging from us shall receive the same. Although all LG alerts and promotions are complimentary, Message & Data rates may apply. Depending on your text plan, you may be charged by your carrier. By enrolling in the service, you certify that you are over 18 years of age and (a) you are the account holder or (b) you have the account holder's permission to do so. Content is not available on all carriers: The Service is available only on select networks. SMS Messaging is not compatible with all cell phone models. As mobile access and text message delivery is subject to your mobile carrier network availability, such access and delivery is not guaranteed. LG is not responsible for any delays upon sending or receiving text messages. You may opt out of text delivery at any time.