



SMART TV TERMS OF SERVICE

Date: May 2018

THESE SMART TV TERMS OF SERVICE ("TERMS") SET OUT THE TERMS PURSUANT TO WHICH TP VISION EUROPE B.V. ("WE" or "US") IS WILLING TO PROVIDE YOU, OR THE LEGAL ENTITY REPRESENTED BY YOU, ("YOU" or "YOUR") WITH ACCESS TO THE SMART TV PORTAL.

WE ARE TP VISION EUROPE B.V., REGISTERED AT PRINS BERNHARDPLEIN 200 (1097 JB) AMSTERDAM, THE NETHERLANDS. WE ARE A 100% SUBSIDIARY OF TP VISION HOLDING B.V.

PLEASE READ THESE TERMS CAREFULLY, INCLUDING THE INFORMATION ABOUT THE PROCESSING OF PERSONAL INFORMATION IN CLAUSE 12, BEFORE PRESSING THE "ACCEPT" BUTTON. PRESSING THE "ACCEPT" BUTTON MEANS THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE THAT THEY ARE APPLICABLE TO YOUR ACCESS TO AND USE OF THE SMART TV PORTAL. YOUR ACCEPTANCE CONSTITUTES THE EXECUTION OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US REGARDING YOUR ACCESS TO AND USE OF THE SMART TV PORTAL ("AGREEMENT"). IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD TERMINATE THE REGISTRATION PROCESS BY CLICKING "CANCEL" OR THE "BACK" BUTTON. IF YOU PRESS "CANCEL" OR THE "BACK" BUTTON, YOU WILL NOT BE ALLOWED TO ACCESS THE PORTAL.

WE STRONGLY SUGGEST THAT YOU DOWNLOAD OR SAVE A LOCAL COPY OF THESE TERMS FOR FUTURE REFERENCE. YOU CAN ACCESS THE TERMS VIA WWW.TPVISION.COM/LEGAL-INFORMATION.

1. Basic Terms. These Terms govern your access to, and use of, the SMART TV portal ("Portal") on your Internet-connected product ("Device"). The Portal contains a large number of applications ("APP(s)") offered by third parties ("Content Partner(s)"). Each APP is identified by an icon on the homepage or in the APP gallery of the Portal. If you click on the icon of an APP, you leave the Portal and are redirected to the website of the Content Partner ("Website"). On its Website, the Content Partner will provide you with an offer to access its services ("Services"). These Services may involve providing you with access to all kinds of content, information and other materials (together referred to as "Content"). Services are offered to you by the Content Partner, and your use of Services and related Content is subject to your acceptance of the terms of service of the respective Content Partner. The manufacturer of your Device is hereinafter referred to as "Device Manufacturer".

All electronic television programme information and related data ("Television Programme Data") provided to you as part of the IP-Electronic Programming Guide ("IP-EPG") in the Portal is delivered to you by Gracenote Inc. in co-operation with Gracenote GmbH. By accepting these terms of service, you are also accepting the terms of use that Gracenote has defined for the delivery of Television Programme Data to you as included in Schedule A to these Terms. Your acceptance of the Gracenote terms of use establishes a direct agreement between you and Gracenote Inc.

You may not use the Portal if: (a) you are not of legal age to form a binding contract with us, or (b) you are a person who is barred or otherwise legally prohibited from accessing Content under the laws of the country in which you are resident. Notwithstanding the foregoing, you must be at least 16 years of age to assume the responsibilities under these Terms. If you are under 16 years of age, you may use the Portal ONLY if one of your parents or legal guardians consents. If you use the Portal, we will assume that you are 16 years of age or older or, if you are under 16 years of age, that your parent or legal guardian has consented to your use of the Portal.

These Terms supplement any terms, conditions and disclaimers that were provided with your purchase of the Device, which will not change and will remain in full force and effect.

2. Copyright, Trademarks and Other rights. All copyrights, trademarks and other rights, title and interest in and on the Portal (excluding the Services, Content and brand features of the Content Partners) are and shall remain the property of the Device Manufacturer and us. Nothing in the Terms gives you a right to use any of the trademarks, logos, domain names or other distinctive brand features of the Device Manufacturer, the Content Partners or us. Any feedback, comments or suggestions you may provide to us are provided on an entirely voluntary basis, and we shall be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

You retain your rights to any content you post or display on the Portal. By submitting, posting or displaying content you grant us a worldwide, non-exclusive, royalty-free licence (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content via any and all media or distribution methods. This licence specifically includes a right to use your content for marketing purposes related to the marketing of Devices and the Portal.

3. Usage of Portal, Term of Agreement. You agree not to exploit the Portal, Services or Content in any unauthorised way, including, but not limited to, by trespass, burdening network or server capacity or using the Portal, Services or Content for purposes other than those authorized. Copyright and other intellectual property laws protect the Portal, Services and Content, and you agree to abide by and maintain all notices, licence information and restrictions contained therein. Unless expressly permitted herein or otherwise permitted in a separate agreement with us, you may not modify, publish, network, rent, lease, loan, transmit, sell, participate in the transfer or sale of, reproduce, create derivative works based on, redistribute, perform, display or in any way exploit the Portal, Services or Content in whole or in part. You may not decompile, reverse engineer, disassemble, change, replace or attempt to root any software or security components of your Device, the Portal or the Content unless specifically permitted by applicable mandatory law. Use of the Portal, Services or Content to violate, tamper with or circumvent the security of any computer network, software, passwords, encryption codes or technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited.

The Agreement is effective for the duration of your access to and use of the Portal. You may terminate it at any time by stopping your access to and use of the Portal. We also may terminate or suspend the Agreement, at any time, without notice, and accordingly deny you access to the Portal, if in our sole discretion you fail to comply with any of these Terms, or your continued access and use is harmful to the interests of any third party or is in violation of any applicable law.

4. Disclaimer Regarding Content. Unless specifically stated otherwise by us, we are not responsible for any APP, Service or Content, or your use thereof, or for any comment or content you post on a website or the consequences thereof. It may be possible for the comments or content you submit, post or display on the website to be viewed by other consumers in accordance with the terms and conditions and privacy policy of the Content Partner offering the Service. Services and Content are not controlled, reviewed or programmed by TPVN. Any such APPs, Services or Content are offered to you by the Content Partners without any form of control by us. When you click on an icon of an APP on the homepage or in the app gallery in the Portal, the Portal will redirect your Device to the Website of a Content Partner where you can gain access to the Services.

You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. We disclaim all liability for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available to you via the Portal on your Devices.

5. No Warranty. WE, AND OUR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSEES (COLLECTIVELY, TPVN FOR THE PURPOSES OF THESE SECTIONS 5 AND 6) DO NOT REPRESENT, WARRANT OR PROMISE THAT THE PORTAL, WEBSITES OR CONTENT, OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE OR ARE GIVEN ACCESS TO VIA THE PORTAL WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE PORTAL IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS, AND IS SUBJECT TO CHANGE WITHOUT NOTICE. TPVN CANNOT ENSURE THAT ANY APP, SERVICE OR CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) THAT YOU ACCESS OR DOWNLOAD FROM OR VIA THE PORTAL WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. TPVN EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. TPVN DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR ACCESS TO OR USE OF THE PORTAL, WEBSITES, SERVICES OR CONTENT. YOU ASSUME TOTAL RESPONSIBILITY FOR AND ALL RISKS IN RELATION TO YOUR ACCESS THERETO OR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST TPVN FOR ANY DAMAGE, COSTS OR DISSATISFACTION CAUSED BY ACCESS TO OR USE OF THE PORTAL, OR OF ANY OF THE APPS, WEBSITES OR CONTENT, IS TO STOP USING THE PORTAL OR THE RESPECTIVE APPS, WEBSITE, SERVICES OR CONTENT.

7. Indemnification. You agree to indemnify and defend us and hold us harmless against all claims, demands, causes of action, losses, expenses, damages and costs, including any reasonable legal fees, resulting or arising from or relating to your access to or use of the Portal, Websites, Services or Content, your conduct on the Portal, any activity related to your account (in the case of Single Sign-On) by you or any other person, any material that you submit to, post on or transmit through the Portal, your breach of these Terms or your infringement or violation of any rights of another party.

8. Limitation on Access and Export Control. We reserve the right (but will not have any obligation) to refuse access to APPs on the Portal. We also reserve the right to access, read, preserve and disclose any usage information as we reasonably believe is necessary to (i) comply with any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent or otherwise address fraud, security or technical issues, (iv) respond to user support requests or (v) protect the rights, property or safety of us, our users and the public. We may, at our sole discretion, add or remove access to any of the APPs or websites in the Portal at any time.

Furthermore, we reserve the right, at any time and at our sole discretion, to limit the availability and accessibility of the Portal to any person, geographic area or jurisdiction we choose. The Portal is subject to the export control laws of, among others, the Netherlands and the United States, and may not be accessed by (i) a national or resident of Cuba, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Portal, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in these Terms and any amendments hereto, as applicable.

9. Changes to Device, Portal and/or Terms. We may, at our discretion, change, update or upgrade features or the software of the Device or the Portal, for example by adding or removing APPs or features or by providing you with an update to the software. If such changes have an impact on these Terms, you will receive a notice about the updating of these Terms. You understand and agree that if you use the Portal after the date on which the Terms change, we will treat your use as acceptance of the updated Terms.

10. Single Sign-On. We may choose to provide you with a single sign-on option in the Portal. This option will offer you the possibility of linking your access to and use of multiple features of the Portal to a single user account. You are responsible for safeguarding the username and password that you have selected for this account. We encourage you to use strong passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

11. Payment Services. Our Content Partners may offer you paid Content. If you wish to purchase paid Content from a Content Partner, you will need to enter into a separate agreement with such Content Partner. We are not part of that agreement, and we do not bear any liability for such an agreement. You can make a payment using either the Smart TV Payment Service or, if the Content Partner uses a third-party payment service provider, the payment service offered by the Content Partner. You shall be responsible for all charges incurred through your payment account, as well as for paying any applicable taxes. We provide the Smart TV Payment Service to you subject to your acceptance of the current Smart TV Payment Terms of Use. If you wish to use the payment service offered by the Content Partner, you may need to open an account with a third-party payment service provider. When you open this account, this payment service provider will require that you accept separate terms and conditions that are applicable to its payment service.

12. Privacy and cookies. We strongly believe in protecting your privacy and informing you about the way we collect, use and store your personal data. Any personal data that you provide to us, or that is collected by us, is subject to our Privacy Policy. Our Privacy Policy is accessible at www.tpvision.com/legal-information.

The Portal makes use of "cookies" to collect and store some of your personal data. A "cookie" is a small text file sent to your Device, which allows us to recognise your Device the next time you visit. Our cookie use is described in our Cookie Policy, which can be accessed at www.tpvision.com/legal-information.

13. Removals Policy. We reserve the right to remove comments and content that you have posted or displayed on the Portal that allegedly infringe the rights of third parties, without prior notice and at our sole discretion. Conversely, should you find that someone else has posted, submitted or uploaded content, or is using content, that infringes your intellectual property rights, you can let us know via the feedback function using the blue button on your remote control unit.

14. Governing Law. Your agreement with us shall be governed by and is construed under and in accordance with the laws of The Netherlands, excluding its conflict of law provisions. The court of Amsterdam, The Netherlands, shall be the only competent court to settle any disputes between you and us arising out of or relating to the Agreement, unless applicable mandatory consumer law requires otherwise.

15. Miscellaneous. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. No addition to or removal or modification of any of the provisions of these Terms will be binding upon us, unless made in writing and signed by our authorised representative. These Terms and our Privacy Policy are the entire agreement between you and us regarding your use of the Portal.

You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising from or relating to use of the Portal, or this Agreement, must be filed within 13 (thirteen) calendar months after such claim or cause of action arose, or will be considered expired. The "No Warranty" and "Limitation of Liability" provisions of this Agreement are for the benefit of us as defined therein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

16. About Us. The Portal is provided to you by:

TP Vision Europe B.V.
Prins Bernhardplein 200
1097 JB Amsterdam
The Netherlands
Trade Register Number 53045394
VAT Number NL850721854B01

If you have any comments or questions regarding the Portal or this Agreement, or wish to report any violation of these Terms, please contact us at smarttv@tpv-tech.com.

SCHEDULE A: GRACENOTE TERMS OF SERVICE

The use of Television Programme Information that is made available as part of the Service ("Service") provided by Gracenote, Inc. of Emeryville, California, and Gracenote GmbH of Berlin, Germany, (jointly "Gracenote") is provided solely in accordance with these Terms of Use. Gracenote reserves the right to block or suspend access to the Service or to the Data if you are in breach of these Terms of Use.

1. Description of the Service

- a. Gracenote makes the Service available to you on Devices.
- b. The Service consists of the aggregation, arrangement and delivery of the Data, in particular in the form of texts and images. The receipt and display of the Television Programme Information on the Device is not a part of the Service and falls solely within scope of the responsibility and liability of the manufacturer of the Device.

2. Operation of the Service

- a. Gracenote endeavours to enable you to use the Television Programme Information. Gracenote further endeavours to take care that the content of the Television Programme Information made available to you is up to date, complete and accurate. However, Gracenote cannot give any warranty and you do not have any claim against Gracenote in this respect. If the Television Programme Information cannot be used or is not up to date, complete and/or accurate, this does not constitute a defect of the Service and therefore does not entitle you to assert any claim against Gracenote. GRACENOTE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. GRACENOTE DOES NOT WARRANT THE RESULTS THAT WILL BE OBTAINED BY YOUR USE OF THE GRACENOTE eyeQ SERVICE.

- b. Gracenote is not responsible for the proper setup, connection or (if applicable) equipment of a Device so that the Service can be received. This is solely your responsibility.

- c. Gracenote may amend or remove Television Programme Information with or without advance notice and may block or modify access to Television Programme Information or the Service. You do not have any claim against Gracenote arising out of such change, removal, blocking or modification.

- d. PLEASE NOTE that in order to use the Television Programme Information, specific technical prerequisites, such as a Device, software programs, methods of transfer, telecommunication services and other third-party services, usually need to be met, for which additional costs, in particular connection charges, can be incurred. You will have to pay for these separately. Gracenote does not provide such end-user devices, software programs, methods of transfer, telecommunication services or other services and does not accept any liability for services of third parties.

3. Restriction of use of Data

- a. The Television Programme Data made available within the scope of the Service may be protected by copyright or other statutory provisions.

- b. You may use the Television Programme Data made available to you for private and non-commercial purposes only, to the extent that this is necessary and permitted by the End-User

Device's intended use.

c. PLEASE NOTE that, in particular, you are not entitled to:

- i. forward the Television Programme Data or any part of it to third parties or enable third parties to have access to it, with the exception of members of your household;
- ii. amend, edit or modify the Television Programme Data in any way; and/or
- iii. use the Television Programme Data for the creation of a database and/or an information service;
- iv. and you undertake to refrain from these acts.

4. Restriction of Liability

a. PLEASE NOTE that you are using the Service at your own risk. The downloading or any other receipt of content, in particular the downloading of data in connection with the Service, is also at your own risk and you are solely responsible for any damage to a Device or for any other damage, including loss of data, arising out of such actions.

b. Gracenote shall not be liable for the functioning of the Service or any part of it without interruptions or defects, for Television Programme Data being available at all times or for the Service being fit for a specific purpose. Gracenote shall not be liable for the accuracy, completeness and/or correctness of the Television Programme Data made available by Gracenote. In particular, spelling mistakes and software errors can occur.

c. Gracenote shall not be liable for disturbances that prevent access to the Service, in particular any disruptions and/or limitations of access to the Service or the Television Programme Data that are due to a force majeure event or circumstances outside of Gracenote's responsibility, such as a breakdown or disturbance of the Internet or telecommunications networks other than Gracenote's own systems.

d. GRACENOTE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES. Gracenote shall only be liable for wilful misconduct or gross negligence (the limitation of liability set out above does not apply to death or personal injury or any other liability that cannot be excluded by law).