

**SMART TV TERMS OF SERVICE**

*Date: 1 May 2014*

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 (1097JB) AMSTERDAM, THE NETHERLANDS. WE ARE A 100% SUBSIDIARY OF TP VISION HOLDING B.V.

TPVISION HOLDING B.V. IS THE EXCLUSIVE BRAND-LICENSEE OF “PHILIPS” FOR TVS FOR EUROPE, RUSSIA, THE MIDDLE-EAST, BRAZIL, ARGENTINA, URUGUAY, PARAGUAY, AND A NUMBER OF APAC COUNTRIES (EXCLUDING CHINA AND INDIA), AND OFFER THE SMART TV SERVICES IN THAT CAPACITY.

PLEASE READ THESE TERMS BEFORE PRESSING THE "ACCEPT" BUTTON. PRESSING THE "ACCEPT" BUTTON SHALL MEAN THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE THAT THEY ARE APPLICABLE TO YOUR ACCESS AND USE OF THE SMART TV PORTAL. YOUR ACCEPTANCE CONSTITUTES THE EXECUTION OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US REGARDING YOUR ACCESS AND USE OF THE SMART TV PORTAL (“AGREEMENT”). IF YOU DO NOT AGREE TO THESE TERMS PRESS, THEN 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 YOUR FUTURE REFERENCE. YOU CAN ACCESS THE TERMS VIA [WWW.TPVISION.COM/LEGAL-INFORMATION](http://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 his services (“Services”). These Services may involve providing you with access to all kinds of content, information and other materials (all 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 program information and related data (“Television Program 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 cooperation with Gracenote GmbH. By accepting these terms of services, you are also accepting the terms of use that Gracenote has set for the delivery of Television Program 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 14 years of age to assume the responsibilities under these Terms. If you are under 14 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 14 years of age or older or, if you are under 14 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, which were provided with your purchase of the Device, which will not change and 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 Device Manufacturer and us. Nothing in the Terms gives you a right to use any of the trademarks, logos, domain names, and other distinctive brand features of the Device Manufacturer, the Content Partners or us. Any feedback, comments, or suggestions you may provide to us is provided entirely voluntary, and we shall be free to use such feedback, comments or suggestions as seen 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 license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content in any and all media or distribution methods. This license specifically includes a right to use your content for the 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 unauthorized way, including but not limited to, by trespass, burdening network or server capacity or using the Portal, Services or Content other than for authorized purposes. Copyright and other intellectual property laws protect the Portal, Services and Content, and you agree to abide by and maintain all notices, license 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 of 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, 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 and use of the Portal. You may terminate it at any time by stopping your access 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, 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 designated otherwise by us, we are not responsible for any APP, Services and Content, or your use thereof, nor for any comment or content you post on a Website or for the consequences thereof. The comments or content you submit, post, or display on the Website may be able 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 mislabeled 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 PURPOSES OF THIS SECTION 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 PROVIDED 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 SUBJECT TO CHANGE WITHOUT NOTICE. TPVN CANNOT ENSURE THAT ANY APP, SERVICE, CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) 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 OR USE OF THE PORTAL, WEBSITES, SERVICES OR CONTENT. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR ACCESS 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 THE ACCESS OR USE OF THE PORTAL OR OF ANY OF THE APPS, WEBSITES OR CONTENT, IS TO STOP THE USE THE PORTAL OR OF THE RESPECTIVE APPS, WEBSITE, SERVICES OR CONTENT.

**7. Indemnification.** You agree to indemnify, defend and hold us harmless against all claims, demands, causes of action, losses, expenses, damages and costs, including any reasonable attorneys' fees, resulting or arising from or relating to your access or use the Portal, Websites, Services or Content, your conduct on the Portal, any activity related to your account (in 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, 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 using

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 of the public. We may, in 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 in our sole discretion, to limit the availability and accessibility of the Portal to any person, geographic area, or jurisdiction we so desire. 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) to 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 and any amendments thereto, 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 of the software. For as far as such changes have impact on these Terms, you will receive a notice about the update of these Terms. You understand and agree that if you use the Portal after the date on which the Terms have changed, 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 to link your access 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 neither part of that agreement, nor do we carry any liability for such an agreement. You can make a payment either by using 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 utilize the payment service offered by the Content Partner you may need to open an account with a third party payment service provider. Upon opening 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 to inform 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](http://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 recognize your Device the next time you visit. Our cookie use is described in our Cookie Policy, which is accessible [www.tpvision.com/legal-information](http://www.tpvision.com/legal-information).

**13. Removals Policy.** We reserve the right to remove your comments and content which you have posted or displayed on the Portal that allegedly infringe rights of third parties, without prior notice and at our sole discretion. Alternatively, should you find that someone else has posted, submitted uploaded, or is using content of which infringes your intellectual property rights, then you can let us know via the feedback function found 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 arising between you and us out of or relating to the Agreement, unless applicable mandatory consumer law requires us to do 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 authorized 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 of 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 as having been 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@tpvision.com](mailto:smarttv@tpvision.com).

## **SCHEDULE A: GRACENOTE TERMS OF SERVICE**

The use of Television Program Information that is made available as part of the Service ("Service") provided by Gracenote, Inc. of Emeryville, California and Gracenote GmbH of Berlin, Germany (all, "Gracenote") and 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, in case 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 the delivery of the Data, in particular in the form of texts and images. The reception and the display of the Television Program Information on the Device is not a part of the Service and falls solely within the responsibility and liability of the manufacturer of the Device.

### **2. Operation of the Service**

- a. Gracenote endeavors to enable you to use the Television Program Information. Gracenote further endeavors to take care that the contents of the Television Program Information made available to you are 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 Program 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 lies within your sole responsibility.
- c. Gracenote may amend or remove Television Program Information with or without advance notice and may block or modify access to Television Program 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 Program Information, specific technical prerequisites, such as a Device, software programs, methods of transfer, telecommunication services and other third party services, usually need to be used, for which additional cost, in particular connection charges, can be incurred, which you will have to pay for 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 Program Data made available within the scope of the Service may be protected by copyright or other statutory provisions.
- b. You may use the Television Program 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 you are in particular not entitled to:
  - i. forward the Television Program Data or part of it to third parties or to enable third parties to have access to it with the exception of members of your household;
  - ii. amend edit or modify the Television Program Data in any way; and/or
  - iii. use the Television Program Data for the creation of a database and/or an information service;
  - iv. and you undertake to refrain from these acts of use.

4. **Restriction of Liability**

- a. PLEASE NOTE that you are using the Service at your own risk. The download or any other receipt of content, in particular the download 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 damages, including loss of data, arising out of such actions.
- b. Gracenote shall not be liable for the functioning of the Service or part of it without interruptions or defects, for Television Program 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 Program Data made available by Gracenote. In particular spelling mistakes and software errors can occur.
- c. Gracenote shall not be liable for disturbances which prevent access to the Service, in particular for any disruptions and/or limitations of access to the Service or the Television Program Data which 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 willful misconduct or gross negligence (the limitation of liability set out above does not apply to death or personal injury or any other liability which cannot be excluded by law).