

## **Terms and Conditions**

**Last Updated: May 5, 2025**

### **Acceptance of Terms**

Your access to, and use of, this website, the homepage for which is at <https://www.lg.com/ca>, (the “Site”) constitutes your acceptance of the terms and conditions set forth below (the “Terms and Conditions”). You acknowledge and agree that these Terms and Conditions are applicable to users acting for business purposes (and not individual users acting for personal, family or household purposes). The person who is bound by these Terms and Conditions (“you”, “your”) is: (i) the individual accepting these Terms and Conditions, if the individual is an independent contractor or a sole proprietorship; or (ii) the corporation, institution, partnership, organization or other entity (the “Organization”) on whose behalf the individual accepting these Terms and Conditions is acting and is authorized by the Organization to act. These Terms and Conditions form a contract between you and LG Electronics Canada, Inc. (“LG Electronics” or “LGE”).

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE. USING THIS SITE, OR EXPRESSLY AGREEING TO THESE TERMS AND CONDITIONS IN THE MANNER PROVIDED ON THIS SITE, INDICATES THAT YOU: (I) HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS; AND (II) REPRESENT AND WARRANT THAT YOU ARE ACTING IN A BUSINESS CAPACITY AND NOT AS AN INDIVIDUAL CONSUMER. IF YOU DO NOT AGREE TO ABIDE BY THE TERMS AND CONDITIONS, DO NOT USE THE SITE.

### **Changes**

LGE has the right, in its sole discretion, to change all or any part of the Terms and Conditions at any time. Changes to the Terms and Conditions will be effective immediately upon being posted on this Site. LGE will inform you of any changes to these Terms and Conditions by posting the revised Terms and Conditions on the Site and revising the “Last Updated” date at the beginning of these Terms and Conditions. The most current version of the Terms of Use can be reviewed by clicking on the “Legal” hypertext link located at the bottom of its web pages. You will be subject

to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site.

### **Use of Site and Site Content**

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### **Member Account, Password and Security**

If the access to or use of certain Site Content, purchase of certain product, or the use of a feature or program requires that you open an account, you must complete the sign up process by providing LGE with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and user name. Furthermore, you are entirely responsible for any and all activities that occur under your account, including unauthorized use

unless caused entirely by LGE's gross negligence. You agree to notify LGE immediately of any suspected or actual unauthorized use of your account. You may not use anyone else's account at any time and you may not provide anyone with access to your account other than your authorized representatives.

LGE will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by LGE or another party due to someone else using your account or password.

### **Submissions to the Site**

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You are responsible for the content of the User Content. LGE has the right (but not the obligation) to alter, remove or refuse to post or allow to be posted any User Content, including reviews. LGE takes no responsibility and assumes no liability for any information posted by you or any third party. LGE strongly encourages you not to disclose any personal or sensitive business information in public areas of the Site. By sending, posting or transmitting any User Content, you represent and warrant that:

- You own or otherwise have all of the rights to the User Content, subject to the rights to the User Content that you grant to LGE herein, including all patent, trademark, trade secret, copyright, industrial design, publicity, privacy and other proprietary rights (“Intellectual Property Rights”);
- The User Content is true and accurate;
- The User Content does not violate or infringe the Intellectual Property Rights of any other person or entity; and
- The User Content complies with applicable laws, rules and regulations and is not otherwise objectionable.

If you believe your intellectual property or other copyright-protected materials have been posted on the Site without your authorization, go to the LGE copyright notice page.

## **Restrictions**

You may not, nor may you cause or assist another to, nor may you attempt to:

- (a) modify, reverse engineer, decompile, disassemble or create derivative works from the Site for any reason whatsoever, including for the purpose of creating competitive products or services;
- (b) use the Site to provide LGE product to third parties;
- (c) copy, monitor, summarize, or otherwise extract information from or sell, resell, or otherwise exploit the Site or the Site Content, in whole or in part, for any commercial purpose (other than the purchase of LGE product for your own internal business purposes), whether by manual process or automated means, including any automated program, automated device, robot, or spider;

- (d) use the Site in any manner that could, or attempt to, damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, bypass or interfere with any measures used to prevent or restrict access to, or otherwise abuse, the Site or any other services, system resources, accounts, servers, networks or affiliated or linked sites connected to or accessible through the Site (including uploading, posting or otherwise transmitting on the Site any computer viruses, trojan horses, or worms or any files or computer programs, in all cases, which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on the infrastructure of the Site);
- (e) use the Site in any manner that may dilute or depreciate LGE's name, reputation, or trademarks;
- (f) interfere with any other person's use or enjoyment of the Site;
- (g) use the Site contrary to or in violation of any applicable laws or third-party rights; or
- (h) use the Site in any manner that is unlawful (including by accessing the Site from any location where such access may be illegal or prohibited) or unethical, or is otherwise objectionable or which does not respect the legal rights and interests of others.

To the extent you are in breach of your obligations under these Terms, LGE may investigate occurrences that may involve violations of applicable law and cooperate with law enforcement authorities (including foreign law enforcement) in investigating and prosecuting those who are involved in such violations. We reserve the right at all times to disclose any information (including your personal information) regarding your usage of the Site (including any perceived violations of applicable law), in each case as may be permitted by, or required to satisfy, applicable law.

### **Intellectual Property Rights**

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material that is owned by LGE or other third parties. In accessing or using the Site, neither you nor anyone acting on your behalf acquire any Intellectual Property Rights relating to the Site other than those expressly specified in the license granted under these Terms and Conditions or mutually agreed upon in a written agreement between you and LGE.

### **Liability**

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### **Disclaimers**

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**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LGE MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THAT THE SITE WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, BUGS OR VIRUSES OR THAT THE SITE WILL BE COMPATIBLE WITH YOUR DEVICE OR RELATED EQUIPMENT OR SOFTWARE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. LGE MAKES NO REPRESENTATION OR WARRANTY AND THERE IS NO CONDITION AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR ACCESS TO, OR USE OF, THE SITE. LGE DISCLAIMS ALL EQUITABLE INDEMNITIES.**

#### **Customer Awareness Notification**

LG Electronics has become aware of a number of scam emails being sent by unauthorized third parties to the public that fraudulently claim to be running promotions. Examples include unsolicited emails claiming that recipients are due to receive charity donations, lottery winnings or offers of employment. LGE confirms that none of these emails are official LG Electronics promotions / offers of employment and as such LGE does not accept any association with or

liability arising from or relating to these emails. LGE therefore advises that recipients of these emails refrain from responding to such emails and/or from providing any personal or sensitive business data.

### **Local Laws**

You are entirely responsible for compliance with the applicable local laws of any jurisdiction where you access or use the Site, including the export and import laws of such jurisdiction in relation to the materials and third-party content.

### **Governing Law and Jurisdiction**

All matters relating to your access to, or use of, the Site, including the interpretation of, construction of, and any disputes under these Terms and Conditions, shall be governed by the laws of Ontario and by the federal laws of the Canada applicable therein, excluding their conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

In the event of any claim, dispute, controversy or disagreement between you and LGE arising out of, in connection with or related to the Site or these Terms and Conditions (a “Dispute”), a party may initiate formal dispute resolution by giving the other party written notice of such Dispute. The parties will attempt in good faith to negotiate a resolution of the Dispute within thirty (30) days of receipt of the notification described in the foregoing sentence (or such longer period of time as mutually agreed upon in writing by the parties prior to the expiration of this period) by promptly escalating the Dispute to the highest level of management within you and LGE.

If the parties are unable to resolve the Dispute within the time set out in the preceding paragraph or if, at any time during such period the parties mutually agree in writing that they are unable to resolve the Dispute, then any party may thereafter submit the Dispute for resolution by binding arbitration in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. (the “ADRIC”), the *Arbitration Act, 1991*, SO 1991, c 17, and this “Governing Law and Jurisdiction” section.

The following terms and conditions shall apply to the arbitration:

- (a) a single arbitrator will be jointly appointed by the parties within five (5) business days of the Dispute being submitted to arbitration;
- (b) if the parties fail to jointly appoint an arbitrator, the appointment will be referred to the ADRIC to appoint an arbitrator;
- (c) the parties will use commercially reasonable efforts to cause the arbitrator to resolve the Dispute within thirty (30) business days;
- (d) the seat and venue of arbitration shall be in Toronto, Ontario;
- (e) the unsuccessful party shall pay the costs and expenses of the successful party in connection with the arbitration unless the arbitrator decides otherwise;
- (f) the arbitrator shall not alter, amend, modify, supplement, delete, or otherwise change the terms and conditions of these Terms and Conditions;
- (g) the arbitrator shall not award either party punitive damages and the parties are deemed to have waived any right to such damages;
- (h) any award or decision made by the arbitrator is final and binding upon the parties, shall not be subject to appeal to any court and may be enforced in the same manner as a judgment or order under the *Arbitration Act, 1991*, SO 1991, c 17;
- (i) any award or decision made by the arbitrator must be in writing and judgment upon the award by the arbitrator may be entered into any court having jurisdiction; and
- (j) the arbitration proceedings shall be confidential and the arbitrator may issue any protective orders to safeguard the confidential information of each party.

Notwithstanding the terms and conditions of this “Governing Law and Jurisdiction” section, either party may seek interim and/or permanent equitable relief (including injunctive relief and/or specific performance) before the courts of the Province of Ontario, Canada sitting in the City of Toronto, pending the arbitrators’ determination, including for the protection (including the validity or infringement) of its confidentiality rights or intellectual property rights, and you and LGE hereby irrevocably submit and attorn to the exclusive jurisdiction of those courts in respect of any such dispute. You and LGE waive any objection to the forum of any such legal proceedings in Toronto, Ontario and You and LGE agree not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

**Limitation of Liability**

**YOU ACKNOWLEDGE THAT THE SITE IS BEING MADE AVAILABLE TO YOU AS A CONVENIENCE. YOU AGREE THAT IN NO EVENT WILL LG ELECTRONICS OR ANY OF ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (“LGE PARTIES”) HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSSES OR DAMAGES WHATSOEVER SUFFERED OR INCURRED BY YOU, INCLUDING DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL OR OTHER FINANCIAL LOSS, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR INFORMATION, ARISING FROM OR IN CONNECTION WITH THE SITE OR ANY LINKED WEBSITE.**

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL THE MAXIMUM LIABILITY OF LG ELECTRONICS AND ITS AFFILIATES ARISING FROM OR IN CONNECTION WITH THE SITE OR ANY LINKED WEBSITE EXCEED THE AMOUNT YOU PAID TO ACCESS AND USE THE SITE.**

**THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE BASIS, EVEN IF LGE KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE AND EVEN IF ANY LIMITED REMEDY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

You acknowledge and agree that the LGE Parties are third party beneficiaries of the provisions in this “Limitation of Liability” section and that the LGE Parties will have the right to enforce this “Limitation of Liability” section against you as a third party beneficiary of this “Limitation of Liability” section.

## **Termination of Your Use**

If you breach any provision of these Terms and Conditions, then you may no longer use the Site or the Site Content. LGE, in its sole discretion, shall determine whether you have breached these Terms and Conditions.

LGE may at any time and for any reason, with or without cause, and in its sole discretion, immediately: (i) suspend or terminate (in whole or in part) your account or your authorization to use the Site and the Site Content; (ii) suspend or terminate and permanently delete and destroy any user ID, password, URL, IP address, domain name, and your account; (iii) remove from the Site and permanently delete and destroy your User Content; (iv) restrict access to your account and your User Content; and (v) bar you from any future use of the Site; in each case without any prior notice or any liability to you or any other person. You agree that upon the occurrence of any such event or if your use of the Site, Site Content, or User Content is otherwise terminated, then these Terms and Conditions, including the “Limitation of Liability” section, will continue to apply and be binding upon you in respect of your prior use of the Site.

LGE is not required to assess or otherwise determine the validity or legitimacy of any complaints or demands that it may receive regarding any materials that you may use or allow others to use in connection with the Site (including your User Content) before LGE takes any remedial action that it considers, in its sole discretion, to be appropriate.

## **General**

1. These Terms and Conditions (i) inure to the benefit of and will be binding upon LGE and you and LGE’s and your respective successors and assigns, and (ii) may be assigned by LGE (including LGE’s rights and obligations under these Terms and Conditions) without your consent, but you may not assign them without the prior express written consent of LGE, which may be withheld in LGE’s sole discretion.
2. If any provision, whether in whole or in part, of these Terms and Conditions is, becomes, or is found to be unenforceable or invalid or inconsistent with applicable law, then that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and Conditions and the remaining provisions will continue with the same effect as if such unenforceable or invalid provision, or such provision inconsistent with applicable law, had not been inserted herein.

3. You and LGE are independent contractors, and no agency, partnership, joint venture, employment or franchise relationship is intended or created by these Terms and Conditions or by your access to, or use of, the Site or your use of any product.
4. By choosing not to enforce any term in these Terms and Conditions, LGE is not waiving its rights. No waiver of or consent to depart from the requirements of any provision of these Terms and Conditions shall be binding against LGE unless it is in writing and is signed by LGE. Any failure by LGE to exercise or enforce, and any delay by LGE in exercising or enforcing, any of its rights under these Terms and Conditions, in whole or in part, shall not constitute or be deemed a waiver or forfeiture of such rights, neither in the specific instance nor on a continuing basis. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
5. Each reference in these Terms and Conditions to “include” or “including” shall be deemed (if not already expressly so) to be followed by the words “without limitation” and shall not be construed to limit any general statement which they follow to the specific or similar items or matters immediately following such reference.
6. The division of these Terms and Conditions into provisions, sections and paragraphs and the use of headings are for convenience or reference and shall not affect the interpretation of these Terms and Conditions.
7. These Terms and Conditions and any agreements and other documents referenced herein or on the Site, including the Terms of Purchase, constitute the entire agreement between you and LGE and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between you and LGE regarding your access to, and use of, the Site. The proprietary rights, disclaimer of warranties, representations made by you, limitations of liability and general provisions shall survive any termination of these Terms and Conditions.
8. It is the express wish of the parties hereto that the Terms and Conditions and all related documents, including notices and other communications, be drawn up only in English. *La volonté expresse des parties aux présentes est que les présentes modalités / ces “Terms and Conditions” et tous les documents s’y rattachant, y compris les avis et les autres communications, ne soient rédigés qu’en anglais.*