

Terms of Use for LG Pay (United States Users)

These terms of use (the “**Terms of Use**”) are an agreement between you (referenced herein as “**you**” or with “**your**”) and LG Electronics, USA, Inc. (“**we**”, “**us**”, “**our**”, or “**LGE**”) governing your use of the mobile payment application that is preloaded onto your mobile device or downloadable on your mobile device from the LG AppStore or the LGE update center (“**LG Pay**”). Please read these Terms of Use carefully. By accessing, using, or attempting to use LG Pay, you acknowledge and agree that you have read, understood and accepted all of the terms and conditions contained in these Terms of Use as well as our Privacy Policy (defined below). If you do not agree, you may not access or use LG Pay, and must immediately cease any use of LG Pay. The use of our website and our other services (including downloading apps from the LG AppStore and purchasing products or services) may be governed by separate terms of use.

THESE TERMS OF USE CONTAIN IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES YOU AND LGE TO RESOLVE ALL DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS YOU CHOOSE TO OPT OUT OF SUCH PROVISION. PLEASE SEE SECTION 10 TITLED “GOVERNING LAW AND DISPUTE RESOLUTION” BELOW.

1. Definitions

- “**Applicable Law**”: Any and all federal, state and local laws, rules and regulations applicable to LG Pay.
- “**Buyer**”: A Customer using LG Pay to purchase goods and/or services from a Seller.
- “**Carrier**”: A mobile telephone operator approved by LGE.
- “**Customer**”: A person who successfully registers for LG Pay.
- “**LG Account**”: The account you create with LG LLC for the use of LG Services, as defined in the LG Account Terms of Service [https://us.lgaccount.com/customer/terms_list?country=US&language=us&terms_div=update&terms_type=A_MEM].
- “**LG Mobile Device**”: Means an LG Pay eligible LG device. [<http://www.lg.com/us/support/lgpay>]
- “**LG Web Sites**”: The web site pages or mobile application interfaces of LG, a LG affiliate or a LG-affiliated or partner company.
- “**Payment Instrument**”: A credit card, debit card, or merchant gift card or other prepaid payment method, including an LG Pay Perks Card, that is registered in a Customer’s LG Pay Account.
- “**Payment Transaction**”: A payment transaction that results in the debiting or charging of an amount against a Buyer’s Payment Instrument.
- “**Product**”: Any merchandise, good or service that a Buyer may purchase using LG Pay.
- “**Save To LG Pay**”: The LG Pay feature that enables the scanning, storage, display, status, and/or redemption of non-payment-card items saved to your LG Account as Save to LG Pay Items, which may include loyalty points, order tracking, display of gift card balance, delivery updates, and more.
- “**Seller**”: Customer who uses LG Pay to process Payment Transactions from Buyers.

2. Registration and Account Creation

2.1. Setting up LG Pay

In order to use LG Pay, you must have an LG Account. If you do not have an LG Account, you must create a new LG Account by downloading or opening the LG Pay application and following the prompts to create an LG Account. You may create and log into an LG Account by using your Facebook or Google account information. If you do so, Facebook or Google will provide certain information about you to LG for use in setting up your LG Account. Use of your LG Account is governed by the LG Account Terms and Conditions available at https://us.lgaccount.com/customer/terms_list?country=US&language=us&terms_div=update&terms_type=A_MEM (the “**LG Account Terms and Conditions**”). The LG Account Terms and Conditions form an integral part of these Terms of Use. In case of any inconsistency or conflict between the Terms of Use and the LG Account Terms and Conditions, these Terms of Use shall prevail.

Depending on the specific LG Pay services you choose to use, you may be asked to provide information such as your name, contact information and Payment Instrument information. In some cases, you may provide this information by scanning your Payment Instrument when prompted. If you register using your LG Account, the information associated with your LG Account will be used to complete the registration information for LG Pay. We may verify your registration information with a third party verification vendor. In some cases, we may ask you to send us additional information, such as a copy of your driver’s license or passport, or to answer additional questions to help us verify your identity. The information you provide will be used by us to determine if you are eligible to begin and/or continue to use LG Pay. Provision and use of such data is subject to the LG Pay Privacy Policy, as described more fully in Section 5 below.

2.2. Accuracy of Registration Information

You are responsible for providing accurate registration information and for keeping your registration information up to date, and notifying us in the event of changes. Changes to your primary residence address may require you to accept new terms of service for the country to which you have moved. In addition, as certain services are currently offered only in select countries, changes to your primary residence address may result in your becoming ineligible for certain services.

2.3. Eligibility

By registering to use LG Pay, you represent and warrant that you (a) are at least 13 years of age or the age of majority in the relevant jurisdiction to use or access LG Pay, however, if you are at least 13 but under the age of 18, you represent and warrant that you have your parent or legal guardian’s permission to use LG Pay and to accept these Terms of Use, (b) are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms of Use, and (c) have not previously been suspended or removed from using LG Pay. If you are entering into these Terms of Use on behalf of a legal entity of which you are an employee or agent, you represent and warrant that you have all necessary rights and authority to bind such legal entity.

2.4. Account Credentials

You may be required to verify your e-mail address depending on features that you would like to use. You also may be prompted to answer several security questions and/or be issued access keys or credentials that may be used to enable access to LG Pay and authorize transactions. Your password and access keys or credentials are your “**Credentials**.” You are responsible for maintaining the secrecy and security of your Credentials and for any use of or action taken under your Credentials. You should not disclose your Credentials to any third party (other than third parties authorized by you to use your account). If your Credentials are compromised, you must change your Credentials immediately and notify us immediately. If you believe your LG Account has been opened or used in an unauthorized manner, please visit www.mylgpay.com/us for further information regarding contacting LGE.

With LG Pay, you authorize each Payment Transaction using your passcode or biometrics. These features help prevent other people from using LG Pay on your LG Mobile Device. However, if your LG Mobile Device is lost or stolen, you can log into your LG Account from a web browser and suspend or permanently remove the ability to pay with LG Pay from your LG Mobile Device. Your associated Payment Instruments will be suspended or removed from LG Pay even if your device is offline and not connected to a cellular or Wi-Fi network. You can also call your Card Issuer(s) (as defined below) to suspend or remove your relevant Payment Instrument(s) from LG Pay. [Learn more about what to do if your LG Mobile Device is lost or stolen.](#)

2.5. Save to LG Pay

When you use the “Save to LG Pay” function you are allowing Payment Instruments and Loyalty Cards to be stored in your LG Account, or pushed to your LG Account by a participating merchant with your consent, on the web or on your LG Mobile Device. The Save to LG Pay feature includes scanning, storage, manually and automatically updated Gift Card balance displays, loyalty points, status updates and more. If you are logged into your LG Account on the web or on an LG Mobile Device, you may select and store a Save to LG Pay item to appear in LG Pay for redemption with a participating merchant.

3. **LG Pay Services**

3.1. Description of Services

LG Pay is a mobile application provided in the United States that enables Customers to store Payment Instrument information in order to access and use such Payment Instrument(s) as authorized by the relevant issuer of the Payment Instrument (each, a “**Card Issuer**”). LG Pay may be used at participating merchant locations using an eligible mobile device and through other such as may be permitted or enabled by LGE in its sole discretion from time to time. The availability of LG Pay and its features may vary based on your location, merchant, Carrier, device model or Payment Instrument. For additional information, please visit the LG Pay application or go to <https://www.lg.com/us/support/lgpay>.

3.2. License to Use LG Pay

LGE hereby grants you a non-exclusive, non-transferable, limited, personal and revocable right and license to access and use LG Pay for your personal use only, provided that you comply fully with these Terms of Use. You acknowledge and agree that some of the functionalities or services offered by LG Pay may be provided by LGE’s affiliates or subcontractors on behalf of LGE. In order to use any of the LG Pay services, you must accurately complete all information elements required on pages where you register a Payment Instrument in your LG Account. You must register a valid Payment Instrument to make Payment Transactions.

3.3. Credit / Debit Cards

(a) *Credit / Debit Card Transactions Generally*

LG Pay stores virtual representations of your Payment Instrument(s), including store credit and any LG Pay Perks Card (as defined in Section 3.6 below), which can be used through LG Pay. When you choose to pay for Products using LG Pay, you authorize the Seller to submit charges (and, in the case of refunds, credits) to your selected Payment Instrument. Payment Transactions conducted using LG Pay are also subject to the terms and conditions applicable to the relevant Payment Instrument. You are responsible for any charges and related fees that may be imposed under the Payment Instrument terms and conditions as a result your use of a Payment Instrument.

You acknowledge and agree that your purchases of Products are transactions between you and the Seller, and not with LGE or any of its affiliates. LGE is not a party to your Payment Transaction for the purchase of Products, and LGE and its affiliates are neither a Buyer nor a Seller in connection with any Payment Transaction, unless expressly designated as such in the listing of the Product on a LG Web Site.

You also agree that LGE may update your Payment Instrument information, including expiration date and card number, pursuant to information received under certain account updater programs created by payment networks. Under these programs, enrolled Card Issuers and merchants can provide and/or receive up to date payment card-related information from payment networks regarding your Payments Instruments stored in LG Pay. LGE may reflect these changes to your stored Payment Instrument to prevent payment failure or service termination.

(b) User Authentication

In order to access LG Pay and use your Payment Instruments you must enter your Credentials either by providing your PIN verification or by using biometric authentication (if available on your LG Mobile Device). If your LG Mobile Device offers biometric authentication, you may choose to use biometric authentication to access LG Pay by enabling such biometric authentication on your LG Device. You will also be required to create a separate PIN selected by you during the LG Pay enrollment process in order to access and use your Payment Instrument with LG Pay. You agree to keep your PIN confidential at all times, and to notify LGE immediately if your PIN is stolen, becomes known to an unauthorized third party or is otherwise compromised.

YOU MAY ONLY USE LG PAY TO STORE, ACCESS, AND USE THOSE ELIGIBLE PAYMENT INSTRUMENTS THAT YOU ARE AUTHORIZED TO USE PURSUANT TO THE TERMS OR OTHER AGREEMENT(S) BETWEEN YOU AND THE RELEVANT CARD ISSUER(S).

(c) Permitted Transactions

You may only use LG Pay to process a Payment Transaction for a legitimate, bona fide sale of a Product by a Seller. LG Pay may not be used to process a Payment Transaction, or otherwise transfer money between a Buyer and Seller, that is unrelated to a purchase of a Product. LG Pay may not be used to receive cash advances from Sellers or to facilitate the purchase of cash equivalents (travelers checks, prepaid cards, money orders, etc.) other than Gift Cards as expressly set forth herein. You may not use LG Pay to purchase any illegal goods or services or for any other underlying illegal transaction.

You agree that you will comply with these Terms of Use, other policies or rules applicable to LG Pay and Applicable Law, in all respects in connection with your access and use of LG Pay. Failure to comply with these limitations may result in suspension or termination of your use of LG Pay.

(d) Service Fees

LGE does not charge a fee to use LG Pay as a Buyer. Your Card Issuer may charge a fee in connection with a Payment Transaction. You should consult the terms and conditions governing your Payment Instrument and/or contact your Card Issuer for more information about any such fees. You are responsible for any fees charged by your Carrier, Card Issuer, merchant, or any other third party in connection with your use of LG Pay.

(e) Refunds

Except as set forth in these Terms of Use, all Payment Transactions conducted using LG Pay are non-refundable to you by LGE and are non-reversible by you through LG Pay. You may have refund or charge-back rights under the terms or agreement governing your Payment Instrument between you and the relevant Card Issuer, and/or under applicable state and/or federal laws.

(f) Transaction History

When you view your Payment Instrument in the LG Pay application, you will see only the last 10 transactions within the previous 30 days conducted using LG Pay. For information regarding other transactions conducted using your Payment Instrument, please contact the Card Issuer. Some Card Issuers provide only initial authorization amounts to LG Pay, which might be different from the final transaction amount. You might see different transaction amounts in LG Pay and your statement

from locations such as restaurants, gas service stations, hotels, and car rental companies. Always refer to the statement from your Card Issuer for final transaction details.

(g) *Disputes*

If you are unhappy with any Products that you have purchased using LG Pay, you should contact the Seller directly. If you believe there was an error in processing your transaction, you should contact your Card Issuer.

3.4. Gift Cards

(a) *Gift Cards Purchased or Received Directly from a Third Party*

LG Pay allows you to use prepaid cards issued by a merchant (each, a “**Gift Card**”) that are saved in LG Pay to make contactless transactions in select stores as part of a Payment Transaction. A Gift Card may be added to LG Pay by using the “Save to LG Pay” feature on your LG Mobile Device or by manually entering in the Gift Card information into LG Pay by clicking on the “Save Your Gift Card” option within the Gift Card menu in LG Pay. Gift Cards added to your LG Mobile Device may be stored by LGE allowing for portability to other LG Mobile Devices.

(b) *Gift Cards Purchased Through LG Pay*

LG Pay allows you to purchase Gift Cards through the LG Pay application by selecting the “Purchase Gift Card” option within the Gift Card menu in LG Pay. We have engaged a third party partner, Swych, Inc. (“**Swych**”), to provide you with this service and your use of this service is governed by Swych’s terms and conditions located at <http://goswych.com/terms-conditions/> (the “**Swych Terms and Conditions**”).

To purchase a Gift Card through LG Pay you must select a Gift Card from the list of available merchants. You will then be prompted to enter the desired value of the Gift Card. The aggregate value of Gift Cards you may purchase in any day, week or month is subject to certain limitations set forth in the Swych Terms and Conditions (as updated from time to time). If the Gift Card is being purchased for someone else, you will be prompted to enter the recipient’s name and mobile phone number. You will also be required to enter a message which will be presented to the recipient when the Gift Card is received. If the recipient is a user of LG Pay, the Gift Card may be sent through LG Pay. If the recipient is not a user of LG Pay, your Gift Card may be sent through mobile messaging services (“**MMS**”). Note that standard messaging rates will apply to the recipient of any Gift Card through MMS. LGE disclaims all liability for any Gift Cards that are sent to an unintended recipient. You should carefully review the recipient’s information before authorizing the purchase of any Gift Card. If a recipient does not claim the Gift Card within 30 days of receipt, the Gift Card will be sent back to you and all personal information of the recipient will be deleted.

Subject to the Swych Terms and Conditions, the Swych API allows recipients of Gift Cards purchased and/or received through LG Pay to be “switched” (i.e., exchanged) for other Gift Cards through the LG Pay mobile application. In order to utilize this feature, the recipient must either have an LG Mobile Device with LG Pay. Any recipient with LG Pay on their LG Mobile Device wishing to “swych” the Gift Card received for another Gift Card must do so prior to claiming the Gift Card. The purchaser of a Gift Card may not “swych” it for another Gift Card. Returned Gift Cards cannot be transferred, “swyched” for another Gift Card, or refunded. For additional information, please see the Swych Terms and Conditions.

(c) *Gift Card Terms and Conditions*

All Gift Cards (whether or not purchased through LG Pay) are subject to the terms and conditions specified by the applicable merchant or Card Issuer which are presented at the time of purchase. LGE encourages you to read these terms and conditions carefully because you agree to use any Gift Card in accordance with such applicable terms and conditions. LGE is not responsible for any lost value from a Gift Card after initially saving or entering the Gift Card into LG Pay. Some merchants may provide issuance (including terms and conditions), fulfillment, customer service, and

transaction-related services for those merchant-specific Gift Cards, and LGE is not liable for any claims related to those services. Further, LGE disclaims all liability for your use of, or inability to use, any Gift Card or for any lost, stolen, or misdirected Gift Card. LGE disclaims all liability for any goods or services purchased using a Gift Card, and for any acts or omissions of any merchant, Gift Card issuer, or any of their respective employees, affiliates, agents, representatives, or service providers. LGE is not liable for errors or omissions from the merchant in the purchase and redemption of Gift Cards, and is not liable for any security breaches within a third party merchant's systems or processes. You agree to settle all disputes about purchases you make using your Gift Card with the merchant who accepted the Gift Card.

3.5. Loyalty Cards

You can add certain third party loyalty or membership cards (collectively, "**Loyalty Cards**") to LG Pay. Loyalty Cards may be accessed or used in LG Pay without biometric authentication or PIN verification. Loyalty Cards added to your device may be stored by LGE allowing for portability to other LG Mobile Devices. You agree to comply with any additional terms and conditions established by the Loyalty Card provider. LGE does not guarantee, and is not liable for, the accuracy, security, redeemability, or other functionality including any errors or omissions contained within any Loyalty Card and is not liable for any security breaches within a third party merchant's systems or processes. You agree to look solely to the Loyalty Card provider to resolve any questions or disputes relating to a Loyalty Card.

3.6. LG Pay Perks

LGE from time to time may offer certain cash rebate offers ("**LG Pay Perks**") associated with the purchase of Products from LGE, its affiliate, or a third party partner or merchant. To claim an LG Pay Perk, select "Promotions" from the LG Pay menu within the LG Pay application and choose an applicable cash rebate offer. Each individual LG Pay Perks offer is subject to additional eligibility restrictions, terms and conditions which will be presented at the time of the offer. All LG Pay Perks cash rebates that you receive will be credited to an LG Pay Perks card issued by a third party ("**LG Pay Perks Card**"). Additional details regarding the LG Pay Perks Card, including eligibility and applicable terms and conditions established by the issuer of the LG Pay Perks Card, will be provided to you at the time of the offer. LGE advises you to read these terms and conditions carefully as they govern your eligibility to receive an LG Pay Perks Card, your use of your LG Pay Perks Card, and applicable expiration.

4. **Use of the Services**

4.1. Limitations and Restrictions

You may not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit LG Pay, or any portion thereof without LGE's prior written consent. Moreover, you may not (a) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of LG Pay or in any way reproduce or circumvent the navigational structure or presentation of LG Pay to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through LG Pay, (b) attempt to gain unauthorized access to any portion or feature of LG Pay or any other systems or networks connected to LG Pay or to any LGE server or to any of the services offered on or through LG Pay, by hacking, password "mining," or any other illegitimate or prohibited means, (c) probe, scan, or test the vulnerability of LG Pay or any network connected LG Pay, nor breach the security or authentication measures on LG Pay or any network connected to LG Pay, (d) reverse look-up, trace, or seek to trace any information on any other user of LG Pay, (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of LG Pay or LGE's systems or networks or any systems or networks, (f) use any device, software, or routine to interfere with the proper working of LG Pay or any transaction conducted on LG Pay, or with any other person's use of

LG Pay, (g) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to LGE on or through LG Pay, or (h) use LG Pay in an unlawful manner. In addition, you agree to abide by all applicable local, state, national laws and regulations with respect to your use of LG Pay.

You agree that we may with immediate effect terminate the contract you enter into with us under these Terms of Use, and/or may terminate and block your access to, and use of, LG Pay if you have materially violated these Terms of Use, in particular the rights of use granted to you in Section 3. We additionally reserve the right to change, suspend or discontinue any aspect of LG Pay at any time, including hours of operation or availability of LG Pay or any feature of LG Pay, without notice and without liability. We also reserve the right to impose limits on certain LG Pay features or restrict access to some or all of the LG Pay services without notice and without liability. We may decline to process any transaction without prior notice to you. Additionally, we may delay, hold, cancel or reverse processing of any transaction if LGE, in its sole discretion, believes that the transaction is invalid, suspicious, involves misconduct or fraud, or otherwise violates Applicable Law, these Terms of Use, or any applicable LGE policies.

4.2. Relationship with Issuers

By electing to use LG Pay, you authorize LGE, directly or through LG Pay, to communicate with the your Card Issuer and to provide or obtain any information required by that Card Issuer. In providing this information, the Card Issuer does not endorse and is not responsible for LG Pay. Use of LG Pay is not approved by or offered in conjunction with the Card Issuer. Your Card Issuer may impose fees, transaction limits, or other limitations on transactions incurred using LG Pay. Please contact your Card Issuer for additional information. Please contact your Card Issuer for additional information.

4.3. Third Party Providers and Fees

LGE from time to time may engage and/or permit third party providers to provide products or services to you through LG Pay (each, a "**Third Party Provider**"). In order to use these products or services, you may be required to agree to additional terms and conditions from those Third Party Providers, and may be subject to additional requirements of the relevant Third Party Provider. For avoidance of doubt, these Third Party Provider terms are between you and the applicable Third Party Provider; LGE is not a party thereto. LGE exercises no control whatsoever over Third Party Providers' products and services, and is not responsible or liable for the availability, functioning, or quality thereof or the content, advertising, products or other materials thereon. LGE will not be responsible or liable, directly or indirectly, for any damage or loss (including data loss) incurred or suffered by you in connection therewith. Your access and use of Third Party Providers' products or services, including information, material, products and offers therein, is solely at your own risk. Use of Third Party Providers' products and services may require your agreement to separate terms and conditions.

4.4. Promotions

Promotions offered by LGE or its partners in connection with LG Pay are subject to the applicable terms and conditions. Quantities may be limited or substituted in LGE's sole discretion.

4.5. No Extension of Credit

LGE is not offering or extending credit, or facilitating the offering or extension of credit, in connection with your access to or use of LG Pay.

4.6. Updates and Changes to LG Pay

From time to time, we may deliver and provide you with updates to LG Pay which will be used to improve the services and/or functionalities of LG Pay. We will inform you when such updates are available and you may choose whether or not to install such updates. You acknowledge that we have no obligation, either by contract or by law, to deliver and provide such updates.

5. Data Protection and Privacy

You understand and agree that personal information provided to LGE, its affiliates in connection with LG Pay is subject to the LG Pay Privacy Policy [https://us.lgaccount.com/customer/terms_list?country=US&language=en-US&terms_svcCode=SVC413&terms_type=PRV_LGPAYGLOBAL] In the LG Pay Privacy Policy, we explain in detail how we collect, process and use your personal data and information when using LG Pay. By using LG Pay, you agree to the Privacy Policy which may be updated by us from time to time. When you provide information directly to a Card Issuer or a third party in connection with LG Pay, such information is subject to such third party's privacy policies. You should read such privacy policies carefully to understand how such party collects, uses and shares your information.

6. Electronic Notification

You agree that LGE may send you notices, disclosures and other communications in connection with LG Pay to your device via MMS, in-app messaging and email. Such communications may include (a) information about LG Pay services, including, promotions, LG Pay merchant acceptance, service enhancements, updates and other information; (b) agreements and policies you must agree to in order to use LG Pay, including updates to those agreements and policies; (c) payment authorizations and transaction receipts or confirmations; (d) account statements and history; and (e) all other communications or documents related to or about your account and your use of LG Pay (collectively, "**Electronic Communications**"). You agree that certain Electronic Communications may be based on your location. You can modify these settings by selecting "Notifications" within the Settings menu in LG Pay.

You agree that such Electronic Communications will be deemed to have been received by you upon (i) posting them to your LG Account or on an LG Web Site or in an associated mobile application, (ii) sending them via electronic mail to the e-mail address associated with your LG Account, or (iii) sending them via MMS or in-app messaging. You should maintain copies of Electronic Communications by printing paper copies or saving electronic copies, as appropriate. Additionally, you may (A) contact LGE or the Third Party Provider, as applicable, to request another electronic copy of the Electronic Communication; (B) request a paper copy of such Electronic Communication within ninety days of the original communication issuance date (LGE or the Third Party Provider, as applicable, reserves the right to charge a fee to provide such paper copy); and (C) contact LGE to update your LG Account information or to withdraw consent to receive Electronic Communications. LGE and the applicable Third Party Providers reserve the right to terminate your use of LG Pay and the associated Third Party Provider products and services if you decline or withdraw consent to receive Electronic Communications.

You may contact LGE with any questions or issues related to this Section 6 by [lgpaycsus@lge.com].

7. Term and Termination

These Terms of Use become effective upon your access, use of LG Pay, or your acceptance these Terms of Use (whichever occurs first) and remain in effect until terminated by you or by LGE. LGE can terminate your rights under these Terms of Use automatically without notice if you fail to comply with any terms or conditions of these Terms of Use. We also reserve the right to modify or discontinue LG Pay, in whole or in part, at any time. We will have no liability whatsoever on account of any change to LG Pay or any suspension or termination of your access to or use of LG Pay. You may terminate your use of LG Pay at any time by either deleting LG Pay or not using LG Pay. Your termination of your use of LG Pay does not terminate any obligation to pay any fees you have incurred prior to such termination.

Your use of any Payment Instrument is subject to the terms or other agreement applicable to such Payment Instrument between you and the relevant Card Issuer.

Any provisions which, by their nature, are intended to survive beyond the termination of these Terms of Use shall survive.

8. Proprietary Rights

These Terms of Use provide only a limited license to access and use LG Pay. Accordingly, you hereby agree that LGE transfers no ownership or intellectual property interest or title in and to LG Pay or any LGE intellectual property to you or anyone else in connection with your use of LG Pay. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through LG Pay are exclusively owned, controlled, and/or licensed by LGE, its licensors, or affiliates. All rights not expressly granted under these Terms of Use are hereby reserved. Accordingly, you are hereby prohibited from using LG Pay in any manner that is not expressly and unambiguously authorized by these Terms of Use.

The LGE logos and names are trademarks of LGE and/or its affiliates. All other trademarks and product or company names mentioned in LG Pay are the property of their respective owners and may not be used without the prior written permission of the owner. Reference to any products or services by name or otherwise does not imply endorsement by LGE. All goodwill derived from the use of any trademarks will inure to the benefit of the respective trademark owner.

LGE will own any feedback, suggestions, ideas, or other information or materials regarding LGE or LG Pay that you provide, whether by email, through LG Pay or otherwise ("**Feedback**"). You hereby assign to LGE all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

9. Disclaimers and Limitation of Liability

9.1. Service Limitations

These Terms of Use do not amend or otherwise modify any terms or other agreement(s) between you and the Card Issuer(s) and you are responsible for (i) ensuring your use of LG Pay complies with such terms and agreement(s), and (ii) all charges and/or debits to your Payment Instrument resulting from Payment Transactions in accordance with such terms and/or agreement(s). In the event of any inconsistency between these Terms of Use and the terms or agreement with your Card Issuer applicable to your Payment Instrument, these Terms of Use govern the relationship between you and LGE solely with respect to LG Pay, and the term or agreement with your Card Issuer governs the relationship between you and the Card Issuer. You acknowledge and agree that you are solely responsible for each Payment Instrument and all other information you enter or otherwise store in LG Pay. LGE is not responsible for the accuracy or availability of any information you enter or otherwise store on LG Pay, including, without limitation, whether such information is current and up-to-date.

These Terms of Use only govern your relationship with LGE as it relates to your use of LG Pay. Other than as specifically set forth herein, LGE neither conducts nor has control over any commercial activities in connection with your use of LG Pay, including, without limitation, credit assessment, Payment Instrument, issuance, payment processing, chargebacks, purchases, returns, refunds, merchant offers, deals, membership terms, or the activities of any Third Party Provider from or through whom you may seek, obtain, or receive any products or services. LGE does not have any control over your Card Issuer's authentication activities. You agree that LGE is not responsible for any of these activities nor for your relationship with any Card Issuer, merchant, Third Party Provider or other third party in connection therewith. You agree that your use of Payment Instruments through LG Pay will remain subject to the terms or agreement(s) you may have with the relevant Card Issuer, and neither these Terms of Use nor your use of LG Pay shall alter your existing relationship with any Card Issuers with respect to your Payment Instruments.

YOU AGREE TO RELEASE AND NOT INVOLVE IN ANY LITIGATION OR OTHER DISPUTE, LGE AND ITS AFFILIATES, AND THEIR AGENTS, CONTRACTORS, OFFICERS AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS AND DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH A DISPUTE WITH A SELLER, OTHER BUYER, ADVERTISER, CARD ISSUER OR OTHER THIRD PARTY IN CONNECTION WITH LG PAY. IF YOU SO INVOLVE LGE IN SUCH LITIGATION OR OTHER DISPUTE, (I) YOU SHALL PAY ALL COSTS AND ATTORNEYS' FEES OF LGE AND ITS AFFILIATES AND SHALL INDEMNIFY LGE AND ITS AFFILIATES FROM SUCH CLAIM(S) AS SET FORTH BELOW, AND (II) THE JURISDICTION FOR ANY SUCH LITIGATION OR DISPUTE SHALL BE LIMITED AS SET FORTH BELOW. HOWEVER, NOTHING IN THESE TERMS OF USE SHALL CONSTITUTE A WAIVER OF ANY RIGHTS, CLAIMS OR DEFENSES THAT YOU MAY HAVE WITH RESPECT TO A PAYMENT TRANSACTION UNDER YOUR CARD ISSUER AGREEMENT, THE CARD ASSOCIATION RULES OR APPLICABLE STATE AND FEDERAL LAWS.

***If you are a California resident, you hereby expressly waive California Civil Code 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor."

9.2. Services Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LG PAY, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH LG PAY, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, LGE AND ITS SUBSIDIARIES AND OTHER AFFILIATES, AND THEIR AGENTS, CO-BRANDERS OR OTHER PARTNERS, INCLUDING BUT NOT LIMITED TO, DEVICE MANUFACTURERS (COLLECTIVELY, "**LGE PARTIES**"), MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR LG PAY OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH LG PAY, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH LG PAY. EACH LGE PARTY DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO LG PAY INCLUDING, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE LGE PARTIES DO NOT WARRANT THAT LG PAY WILL OPERATE IN AN UNINTERRUPTED MANNER OR BE ERROR FREE. THE LGE PARTIES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES, THIRD PARTY TELECOMMUNICATIONS FAILURES, INTERNET FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS.

THE LGE PARTIES ARE NOT RESPONSIBLE FOR THE VALIDITY OR ACCURACY OF ANY PAYMENT INSTRUMENT OR RELATED INFORMATION, INCLUDING, WITHOUT LIMITATION, WHETHER SUCH INFORMATION IS CURRENT AND UP-TO-DATE. YOU MAY INCUR FEES, SUCH AS OVERDRAFT FEES OR OTHER CHARGES AS A RESULT OF SUCH TRANSACTIONS, PER YOUR AGREEMENT WITH YOUR CARD ISSUER, OR YOUR ATTEMPT TO CONDUCT A PAYMENT TRANSACTION MAY NOT BE SUCCESSFUL.

LGE AND ITS LICENSORS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT: (I) LG PAY WILL OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER; (II) LG PAY WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS OR ERRORS; (III) LG PAY WILL BE SECURE AGAINST OR IMMUNE FROM (INCLUDING THE CONTENT DELIVERED TO YOU OR ANY INFORMATION YOU PROVIDE) ANY UNAUTHORIZED ACCESS; AND (IV) LOYALTY CARDS AND OTHER LG PAY SERVICES WILL BE AVAILABLE, ACCURATE, OR ERROR-FREE.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

9.3. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LGE, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH LG PAY, ANY PERFORMANCE OR NON-PERFORMANCE OF LG PAY, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF LGE AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF LGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF LGE'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF LGE, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION LG PAY, ANY PERFORMANCE OR NON-PERFORMANCE OF LG PAY, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF LGE OR ITS AFFILIATES WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED ONE HUNDRED US DOLLARS (USD \$100).

IN ADDITION TO THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH IN THIS SECTION, LGE DOES NOT ASSUME ANY LIABILITY FOR PURCHASES, PAYMENTS, TRANSACTIONS, OR OTHER COMMERCE ACTIVITY MADE USING LG PAY, AND YOU AGREE TO LOOK SOLELY TO AGREEMENTS YOU MAY HAVE WITH YOUR CARD ISSUER, PAYMENT NETWORK, FINANCIAL INSTITUTIONS, OR MERCHANT TO RESOLVE ANY QUESTIONS OR DISPUTES RELATING TO YOUR SUPPORTED CARDS AND ASSOCIATED COMMERCE ACTIVITY.

10. Governing Law and Dispute Resolution.

10.1. Governing Law

These Terms of Use shall be governed by the laws of the State of California without regards to any conflicts of law provisions.

10.2. Generally

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

10.3. Exceptions

Notwithstanding Section 10.2 we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (a) bring an individual action in small claims court, (b) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (c) seek injunctive relief in a court of law, or (d) to file suit in a court of law to address intellectual property infringement claims.

10.4. Arbitrator

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

10.5. Notice: Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other party, by certified mail or Federal Express (signature required) or, in the event that we do not have a physical address on file for you, by electronic mail ("**Notice**"). LGE's address for Notice is: LG Electronics, USA, Inc., Attn: Legal Department-Arbitration, 1000 Sylvan Avenue, Englewood Cliffs, NJ 07632. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or LGE may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or LGE shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

10.6. Fees

In the event that you commence arbitration in accordance with these Terms of Use, LGE will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in San Francisco County, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephonic hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 12(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse LGE for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

10.7. No Class Actions

YOU AND LGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and LGE agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

10.8. Opt-Out

You may opt out of this dispute resolution procedure. If you opt out, neither you nor LG can require the other to participate in an arbitration proceeding. To opt out, you must send notice to LG no later than 30 calendar days from the date of first Payment Transaction: (a) sending an e-mail to

optout@lge.com, with the subject line: "Arbitration Opt Out" or (b) calling 1-800-980-2973. You must include in the opt-out e-mail or by telephone: (i) your name and address; (ii) the date on which LG Pay was activated; (iii) the date on which LG Pay was terminated (if applicable), and (iv) the IMEI or MEID Serial Number of your mobile device, as applicable (the IMEI or MEID or Serial Number can be found by removing the battery from your device as explained in the User Guide). Email and telephone are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. If you do not opt out, then you accept all terms and conditions of the limited warranty, including the binding arbitration provision described above.

10.9. Modifications

In the event that LGE makes any changes to this arbitration provision (other than a change to LGE's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to LGE's address for Notice, in which case your LG Account shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.

11. Miscellaneous

11.1. Governing Language

Any translation of these Terms of Use is done for local requirements and in the event of a discrepancy between the English and any non-English versions, the English version of these Terms of Use shall govern, to the extent not prohibited by local law in your jurisdiction.

11.2. Third Party Websites, Products and Services

LG Pay may include links to, access to or use of products and services from third parties. Such access is not an endorsement, sponsorship, or affiliation by LGE of such third parties or its products or services. LGE exercises no control whatsoever over third party products and services, and is not responsible or liable for the availability, functioning, or quality thereof or the content, advertising, products or other materials thereon. LGE will not be responsible or liable, directly or indirectly, for any damage or loss (including data loss) incurred or suffered by you in connection therewith. Your access and use of a third party's products or services, including information, material, products and offers therein, is solely at your own risk. Use of such third party's products and services may require your agreement to separate terms and conditions.

11.3. Modifications to These Terms of Use

We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of these Terms of Service at any time by posting notification within LG Pay or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of LG Pay.

11.4. Severability

Should a provision of these Terms of Use be or become ineffective or impracticable, the efficacy or practicability of the remaining provisions shall not be affected. Ineffective or impracticable provisions shall be replaced by effective or practicable provisions that most closely approximate the economic purpose of the ineffective or impracticable provisions.

11.5. Force Majeure

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

outs or other industrial action, civil commotion, riot, invasion, terrorist attacks or threats of terrorist attacks, war (whether declared or not) or any natural disaster. Our performance under these Terms of Use is deemed to be suspended for the period that Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable efforts to bring the Force Majeure to an end or to find a solution by which our obligations under these Terms of Use may be performed despite the Force Majeure.

11.6. Independent Parties

LGE is an independent contractor and is not your agent in the performance of these Terms of Use. These Terms of Use are not to be interpreted as evidence of an association, joint venture, partnership, or franchise between the parties.

11.7. Entire Agreement

These Terms of Use, as well as all other terms incorporated or referenced herein, constitute the entire agreement between the parties regarding use of LG Pay and will supersede all prior agreements between the parties whether, written or oral. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of these Terms of Use.

11.8. Waiver

The failure of a party to require performance of any provision will not affect that party's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms of Use or any provision of these Terms of Use constitute a waiver of any subsequent breach or default or a waiver of the provision itself.