

# TERMS OF USE FOR HUE

Thank you for choosing a Philips hue personal wireless lighting product ("**Product**").

Your Product is capable of providing you with services to manage, control and maintain your Product. The Product can be controlled via an application provided by Philips on your mobile device (such as your cellular phone, tablet computer, or other connected device) locally or remotely. The application also provides other features you can access (the "**App**").

You may also access the meethue.com website to: i) manage your Connected Product; ii) register yourself and set your account preferences ("**Hue Account**"); iii) access other features the website provides ("**Website**").

The Product, the App, the Hue Account, the Website and also the software embedded in the Product (and any updates thereto) ("**Product Software**") are collectively referred to as the "**Services**".

Please note that you can use the Products from within your home via the App ("**Local Access**"). In order to also use the Products from outside your home you will need to have a Hue Account, which you can create on the Web Site ("**Remote Access**"). With a Hue account you will be able to control your Products from within and from outside the home, via the App and via the Web Site. It is important for you to know that once you have created a Hue Account you will always access the Products via the Remote Access mode also when using the Products within the home, unless you reset your bridge. This is important for you to know, as different sets of data are being collected in the Local Access and Remote Access mode. For more information on this please read our Privacy Notice.

In order to be able to fully use the Services offered to you by **Philips Lighting B.V**, High Tech Campus 45, 5656 AE, Eindhoven, the Netherlands ("**Philips**") you need to:

- a. create an account for the use of the Service (the "**Hue Account**"), and accept the terms and conditions for use of the Services, set forth below, (the "**Terms**");
- b. acknowledge the Website and the App as formal channel of Philips communication to you f.e. in relation to any changes in the Services or Terms governing such Services ("**Formal Communication**");
- c. download the App as indicated on the Website;
- d. activate the Services by connecting the Product as indicated in the instruction for use.
- e. acknowledge that the Services rely on the availability of the infrastructure/system requirements and services of third parties (such as ISP, carrier or other), whether contracted by you or Philips.
- f. If you do not wish to create a Hue Account you will not be able to access all the features the Product can provide you with. Controlling your Product locally within your home will be possible. In that event you will download only the App and you will need to accept the Terms.

Customer Service: If you have any questions or concerns regarding the Products, the Services, or these Terms, please contact Philips Customer Service. The third party platform provider is not responsible for the App nor its content. Therefore you should only contact Philips for any questions, support, product claims and third party intellectual property claims related to the Services.

These Terms and Conditions are a binding legal agreement, and by using the Services, you agree to be bound by these Terms. The use of the Services for the Product is governed by these Terms.

IF YOU ACQUIRED THE PRODUCT WITHOUT THE OPPORTUNITY TO REVIEW THESE TERMS OF USE AND DO NOT ACCEPT THESE TERMS, YOU MAY RECEIVE A FULL REFUND OF THE AMOUNT THAT YOU PAID FOR THE PRODUCT, IF ANY, IF YOU RETURN THE PRODUCT UNUSED WITH PROOF OF PAYMENT WITHIN 30 DAYS FROM THE DATE OF PURCHASE.

## **Overview**

Your purchase of any Product is governed by the warranty provided with that Product (“warranty”). These terms will not impair any statutory warranty rights you have as a consumer in your country of residence.

## **Suspension, Termination and Discontinuation**

These Terms will remain in full force and effect so long as you continue to access or use the Services, or until terminated in accordance with the provisions of these Terms. At any time, Philips may (a) suspend or terminate your rights to access or use the Services, or (b) terminate these Terms with respect to you if Philips in good faith believes that you have used the Services in violation of these Terms. Upon termination you are no longer authorized to use or access the Services.

Philips reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Philips will not be liable to you or to any third party for the exercise of the aforementioned right.

## **Account and (de)activation**

- (a) You may only create an Account and use the Services if you accept and comply with these Terms and applicable laws. Any use or access to the Services by anyone under the age of 13 is strictly prohibited and is a violation of these Terms.
- (b) You agree to: (a) accurately provide all contact and other information requested by Philips and notify Philips immediately of any change in the information; (b) maintain the confidentiality of your Account login information and for all activities that occur under your Account;
- (c) You may choose to deactivate or delete your Account on the Website [meethue.com](http://meethue.com) or through the Philips Customer Care. You will find information on the Website on the consequences of such deactivation or deletion.
- (d) Philips reserves the right to limit the number of Hue Accounts that can be created from a device and the number of devices that can be associated with a Hue Account.

## **Access and Use**

Philips grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by installing and using the App in connection with the Product solely on designated

handheld mobile device(s) (e.g., iPhone, iPad, or Android smartphone) registered on your Account (whether owned by you or another person), and subject to the Terms. This license is between you and Philips, and also covers the software embedded in the Product (and any updates thereto).

### **Automatic Software Updates**

Philips may update or change software for seamless Services, and may do so remotely without notifying you. Updates or changes are subject to the Software Terms. . If you do not want such updates, your sole remedy is to cease using the Services altogether.

### **Certain Restrictions**

You agree to (a) not use the Services in violation of any laws, regulation or court order, or for any unlawful or abusive purpose; (b) use the Services only as intended by Philips; (c) not use the Services in any manner that could harm Philips, its service providers, or any other person; (d) not to republish, reproduce, distribute, display, post or transmit any part of the Services, and (e) comply with any other reasonable requirements or restrictions requested or imposed by Philips, described in more detail on the Website [meethue.com](http://meethue.com).

### **Open Source**

Certain items of independent, third party code included in the Services (and as indicated on the Website) are subject to open source licenses.

### **Privacy Notice**

The Privacy Statement governing the use of the Services is available at the Website [meethue.com](http://meethue.com). This Privacy Statement may change from time to time, so review it with regularity and care.

### **Fees and Payable Upgrades**

Access to the Services is offered to you by Philips free of charge. Philips may decide to offer additional Services (“Payable Upgrades”) for a fee. Philips will inform you if a Service is to be offered for a fee in the future. In such a case, you may choose to either continue your use of the offered Services for free, if applicable, or to choose the Payable Upgrade for the required fee or to terminate your use of the Service.

### **User Content**

You may be able to create or upload content through the Services (“User Content”), in which case you decide what will become publicly available. We want you and others to enjoy our services, so please don’t use our Services in a way that is commonly considered inappropriate (such as obscene, violating laws and regulations, offensive, discriminatory or infringing someone else’s rights).

User Content is not provided by Philips, and we do not endorse opinions, recommendations, or advice expressed therein. When you share your content, we intend to use it for our own purposes as well,

including for commercial purposes. If this is not what you would like, it is best to be cautious about what you share.

### **Third Parties and Third Party Fees**

It is possible that when you use the Services you will also use a service, download a piece of software, or purchase goods that are provided by a third party. Those third party services and products may have their own applicable rules and restrictions, separate from these Terms, and you need to abide by them in regard to that third party

You acknowledge that you are responsible for all fees charged by third parties, such as your ISP or mobile device carrier, which provide you with specific requirements that enable you to use the Services.

### **Ownership and Intellectual Property**

Philips owns the copyrights, trademarks, service marks, and trade dress rights to all materials and content displayed on and from the Services. You may not reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast or circulate any such materials or content to any third party (including displaying or distributing the material using a third party website) without Philips' prior written consent except to use the Services for their intended purposes. Philips retains all rights that are not otherwise expressly granted in these Terms.

If you submit a comment, suggestion or any other material ("Feedback") to Philips related to the Services (excluding any illegal content), you hereby assign all ownership in and to such Feedback to Philips, and acknowledge that we will be entitled to use and implement any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation to you, or grant Philips a license to use such Feedback without any restrictions to the extent the foregoing is deemed ineffective.

The Product Software is licensed and not sold to you. The Terms grant you only the right to use the Product Software, but you do not acquire any rights, express or implied, in the Product Software other than those specified in these Terms of Use. Philips and its licensors retain all right, title, and interest in and to the Product Software, including all patents, copyrights, trade secrets, and other intellectual property rights incorporated therein. The Product Software is protected by copyright laws, international treaty provisions, and other intellectual property laws. Except as provided otherwise herein, you shall not rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Product Software. You may not remove or destroy any product identification, copyright notices, or other proprietary markings or restrictions from the Product.

### **Warranty Disclaimers**

Our goal is to provide you with a great service experience. HOWEVER DO KNOW THAT WE ARE ONLY ABLE TO PROVIDE YOU THE SERVICES "AS-IS" AND "AS AVAILABLE" AND THAT YOU CANNOT RELY ON THE TIMELINESS OR ANY OF THE RESULTS THAT YOU MAY OBTAIN FROM THE SERVICES. This is among others due to the fact that the availability of the Services is also dependent on external circumstances such as your computer, mobile device, home wiring, wi-fi network, your internet service provider and mobile device carrier upon which Philips has no influence. Therefore Philips cannot warrant in relation to the Services the: availability, uptime, accuracy of results, accuracy of data, storage of data,

accessibility in all countries, reliability of any resulting notifications, any specific level of savings or other monetary benefit.

### **Limitation of Liability**

As much faith as we have in our Service, there is always the possibility that things don't work as they are supposed to. In the unfortunate event that the Service would not work or any content may be lost, please accept our sincerest apologies. We certainly understand that it is unfortunate and inconvenient. Unfortunately, to the maximum extent permitted by applicable law, we cannot accept any liability for any damages incurred as a result of your use of the Services. IN ANY EVENT WE ARE NOT LIABLE FOR AMOUNTS EXCEEDING THE FEES PAID IN CONNECTION WITH THE SERVICES.

### **Formal Communication**

From time to time, we may update these Terms. If we do, we will do this by Formal Communication. If we make a major change in the important points of these Terms (material change), we may alert you to the changes in a more prominent way. For example, we may temporarily highlight the new or revised sections in these Terms, temporarily post a prominent notice on the Website or registration/login page, or temporarily add the word "Updated" to the title of these Terms and/or any hypertext links pointing to these Terms. In some instances, we may also send you an e-mail message or other communication telling you about the changes and any choices you may have or actions you can take before they go into effect. Your inaction or continued use of the Services, including access of the Website, after any such alerts or notices, or your acceptance of any changes for which we require your prior approval, will tell us that you agree to these changes.

### **Governing Law**

These conditions of use shall be construed, interpreted and governed by the laws of the Netherlands without regard to conflicts of law provisions thereof.

### **Finally:**

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. Also you irrevocably grant Apple the right (who will be deemed to have accepted that right) to enforce these conditions against you as a third party beneficiary thereof.

You agree that you will not directly or indirectly, export or re-export the Product and Product Software to any country for which the United States Export Administration Act, or any similar United States law or regulation requires an export license or other U.S. Government approval, unless the appropriate export license or approval has first been obtained.