Hue

Terms of Use

Last updated: September 2025

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1. **What this document covers and our relationship.**

a. We know it is tempting to not look at these Hue Terms of Use (“**Terms**”), but understanding these Terms is important so that you know what you can expect from us and also know what we require from you.

b. **Your relationship with us**: These Terms set out the relationship between you and us. When we refer to “**we**”, “**us**” or “**our**”, we mean Signify Netherlands B.V., the company behind the Philips Hue products, with Netherlands Chamber of Commerce registration number 17061150, VAT number NL009076992B01 and business location at High Tech Campus 48, 5656 AE Eindhoven, The Netherlands.

c. **Services covered**: The services are for the Philips Hue and Hue products (“**Products**”) and cover your access and use of software embedded in the Products, your access and use of our app to be downloaded to your smartphone or tablet, and services and features accessible for the Products through our website and our app. We refer to all of these as the “**Services**”. Products are specifically designed and developed for domestic use in normal conditions and operation only.

d. **Age requirements**: If you’re not of the legal contracting age, you must have your parent or legal guardian’s permission to accept these Terms, to use the Services and to create a user account.

e. **What is not regulated herein**: Your purchase of a Product is covered by the applicable sale terms when you bought the Product and includes any statutory warranty rights you have as a consumer in your country of residence. Certain features of the Services may be subject to additional terms, which we will provide with such features.

f. **Third-Party Commissioning**: If you choose to commission your Products via a third-party commissioner using a standard (Matter; Zigbee), Apple Home App or otherwise (e.g., to control the Products via other smart home devices) (**"Third-Party Commissioning"**), then you accept and agree to these Terms as part of your Third-Party Commissioning. Through such Third-Party Commissioning, you shall be bound to these Terms, including the relevant Services restrictions. It may be possible for other members of your household to add (additional) Products once a Product has been commissioned into such third-party commissioner's system, and therefore, you are solely responsible for ensuring that all users within your household who use the Products are informed of and comply with these Terms. We disclaim any responsibility or liability for any consequences resulting from the use of the Products by individuals who have not personally consented to these Terms of Use.

2. **Using the Services.**

a. **Permission to use the Services**: We give you permission to use the Services to control and monitor the Products you own or are authorized to control and monitor.

b. **Register a User Account**: The Services may require that you have a user account in order to use the Services. You are responsible for the accuracy of your information (to setup your user account) and taking steps to keep your user account secure. For more on your privacy, see section 5.

c. **You can authorize individuals**: If you have an administrator account (we refer to such users as **"Admin"** or **"Owner"**), you can authorize as permitted by the Services, other individuals with a user account to access, use, monitor and control the Products and Services. We refer to such individuals as **"Authorized Users"**. You should only authorize those individuals whom you trust to access your Products and the Services.

d. **Improving the Services**:

- We are always trying to improve the Services and the Products, so they may change over time. We may update the Services by providing (bug) fixes or modifications, introduce new features or functionality, change or discontinue (temporary or permanently) any feature or functionality, component or content, impose limits on certain features or restrict access to parts or all of the Services. All of these updates and changes we refer to as **"Updates"**.

- In some cases, the Updates may cause older hardware devices, third party services, software configurations or setups to no longer work with the Services, and you may be required to upgrade

or change these devices, services, configurations or setups in order to continue using the Services.

- Our End of Support policy as provided separately to you on our website at www.philips-hue.com/endofsupportpolicy. If there are any differences between our End of Support policy and a warranty provided by us with the Product or if our End of Support policy may result in the termination of support for Products within the stated warranty period, then our End of Support policy will supersede the terms of such warranty.

- Updates may occur automatically without additional notice or receiving any additional consent from you. You consent to these automatic Updates. If you do not want such Updates to be automatically installed, you can indicate that in the settings of the app. We may also ask you to install Updates yourself, and you are responsible to do so promptly. Your failure to install any Updates may expose you to risks (like security risks) and will affect and limit our liability and ability to provide the Services to you.

e. **Services are dependent on**: Proper functioning of the Services relies on the transmission of data through third-party devices and service providers, including your wi-fi network, enabled wireless device (such as a smartphone or tablet) and (for certain Products) broadband internet access. Signify has no control over and is not responsible for any of these third-party devices and services, compatibility and proper configuration thereof with the Products and Services and related costs. If these devices or services are interrupted, delayed, refused or otherwise limited for any reason, it may result in the Services being unreliable or unavailable for the duration of the limitations. You are responsible for any charges for these third-party devices and services. In particular, streaming and viewing recorded videos may incur extra and substantial charges.

f. **Your conduct**: In providing the Services, we want to maintain the Services for everyone, which means you must follow these rules of conduct:

- comply with applicable laws, including export control and sanctions, privacy and intellectual property rights

- don't harm, interfere with, abuse or disrupt the Services.

- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

g. **Use with video and/or audio content**: Please be aware that use of the Products in combination with certain specific video and/or audio content may generate certain light combinations which may cause discomfort. In such a case, please discontinue synchronizing the Product with such content.

h. **Additional Product(s) may be required**: The use of certain Products may require additional Product(s) as indicated by us in the use instructions.

i. **Services-related communications**: We sometimes send you announcements and other information through our website or our app. If you have any questions regarding the Products, the Services or these Terms, please contact us through our consumer care channels.

j. **Feedback**: We welcome feedback on the Services and the Products. If you choose to give us feedback, we may act on your feedback without obligation to you.

k. **Vulnerabilities**: Any Product that rely on wireless or internet connections or are connected to a network of any kind (such as cloud storage) may not be secure and may be exploited or hacked by malware and spyware variants (**"Vulnerabilities"**). Vulnerabilities may provide a gateway for a person with malicious intent the capability to arm or disarm your system or related Products; view, extract, change, destroy, steal, disclose or alter your data, or the data of others; monitor and/or spy on your activities and the activities of others; cause internet and network outages; provide for unintended or unauthorized access by others to your account, and otherwise place people, property or data at risk. We make no warranty or representation that the Services are secure, and/or that the Services do not have, or are not susceptible to, Vulnerabilities.

l. **Beyond reasonable control**: We will not be liable to you for failure or delay in performance to the extent caused by circumstances beyond our reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

m. **AI Features**: "**AI Features**" refers to the artificial intelligence functions built into the Products or the Services. We might add AI Features to do specific jobs and will tell you how they work, their limitations, and any restrictions when we introduce them. How well the AI Features work depends on the quality and availability of the data they use. They might not always work as expected, and we can't promise they will always perform well, be accurate, or reliable. They might give wrong, incomplete, or surprising results. You must use the AI Features according to the instructions we provide and not for any illegal or prohibited activities.

3. **Your information.**

a. **User Submissions and Device Data**: Some of the Services allow you and your Authorized Users to store or otherwise provide information to or through the Services in various ways – we refer to this information as "**User Submissions**". If you choose to provide User Submissions, please make sure you have the necessary rights to grant the rights below and that it is lawful. Additionally, the Services will provide us with information about your use of the Products and various devices, third party services or applications you connect with the Services, often in an automated fashion – we refer to this information

as the "**Device Data**". Your User Submissions and Device Data remain yours, which means that you retain any ownership rights that you have in your User Submissions and Device Data.

b. **Permission to use your information**: Subject to your privacy rights as set forth in section 5 below and if you are located in European Union, also the Data Notice (as defined below), by using the Services, you give us a worldwide (so throughout the world) and royalty-free (so without paying a fee) license to allow us (and our licensees, ecosystem partners and contractors):

- to host, reproduce, distribute, modify, communicate, and use your User Submissions and Device Data - e.g. allowing us to save it on our systems and make it accessible; and
- to grant access to your User Submissions and Device Data to Authorized Users and for (as defined below) Third-Party Products and Services;
- to operate and improve the Products and Services (including creating Updates);
- to develop new technologies, products and services; and
- for other purposes as described in our applicable Privacy Notice which are available on https://www.philips-hue.com/privacy ("**Privacy Notice**").

If you're located in the European Union, we may use any Product Data and Related Service Data (as defined in the EU Data Act – Regulation (EU) 2023/2854) generated through your use of the Products or Services for the purposes described above. Device Data and User Submissions may qualify as Product Data or Related Service Data. We provide you with access to certain Product Data and Related Service Data in accordance with our Hue Data Notice ("**Data Notice**") – see https://www.philips-hue.com/datanotice.

c. **Security of your information**: As we care about the integrity and security of your information, we endeavor to implement appropriate security measures. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your information for improper purposes. For more information on Signify responsible disclosure, visit our coordinated vulnerability disclosure page at https://www.signify.com/global/vulnerability-disclosure.

4. **Products and services of others.**

a. **Accessing products and services of others**: The Services may allow the Products to interact with the products, apps and services of others ("**Third-Party Products and Services**"). In order to enable this interaction, we may need to exchange your User Submissions and Device Data with the relevant third parties. You are responsible for your interaction with and use of the Third-Party Products and Services and we do not take responsibility for the Third-Party Products and Services and for any interface of any

Third-Party Products and Services with the Products and Services. Your choice to onboard, commission, operate and/or use the Products through Third-Party Products and Services means that the Services are (wholly or partially) no longer available to you (or can affect your full enjoyment of the Services) and, in addition, notwithstanding section 2d, any Updates are dependent on the relevant third parties' rollout. We hereby expressly disclaim any and all liability related to the onboarding, commissioning, operation and/or use of the Products through Third-Party Products and Services. Any disputes, issues, or claims related to the onboarding, commissioning, operation and/or use of the Products through Third Party Products and Services shall be resolved between you and the third-party application provider, and we shall not be involved in such matters.

b. **Standards or means of communication**: The Products may use various open or commonly available standards or means to communicate and work with smart or connected devices that are also similarly used by other products, systems or services not manufactured by us. Such products and related services that are not designated by us or certified as compatible with the Products and Services may not work with the Products and Services, even if specified to operate using the same or similar standards or means of communication.

c. **Link to third-party sites**: Our website, app or communication may contain links to other independent third-party sites. These links are provided solely as a convenience and as they are not under our control, we do not endorse or take responsibility for the content of such sites.

5. **Your privacy.**

a. **Personal Data:** Your privacy is important to Signify. Our Privacy Notice which is available on https://www.philips-hue.com/privacy applies to the use of the Services. Please read these documents as they describe, amongst others, the types of personal data we collect from you, your Products and the Services, how we might use your personal data, the legal bases we have to process your personal data, as well as your privacy rights. Additional privacy notices may be provided separately for specific products and services.

b. **Cookies:** On some occasions, cookies and other tracking technologies might be used by Signify. Please read our Cookie Notice which is available on https://www.philips-hue.com/cookie-notice or more information on this technology and for which purposes we might utilize it.

6. **Suspension and Terminating the Services.**

a. **Suspension of Services**: We may suspend the Services temporarily, without giving you notice, for security reasons, systems failure, maintenance and repair or other circumstances.

b. **Terminating or suspending your access to the Services**: You are always free to stop using the Services at any time. We reserve the right to terminate or suspend your access to the Services or delete

your user account if any of these things happen:

- if we, in good faith, believe that you have used the Services or Products in violation of these Terms
- we are required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or us
- you have not signed into your account during a two-year period.

7. **Our content and software.**

a. **Intellectual Property Rights**: Although we give you permission to use our Services, we (and our suppliers and licensors) retain any intellectual property rights we (and our suppliers and licensors) have in the Services.

b. **Our content**: The Services includes content that belong to us. You may use our content as allowed by these Terms, but we retain any intellectual property rights that we have in our content. Don't remove, obscure, or alter any of our branding, logos, or legal notices.

c. **Content of others**: The Services may give you access to content that belongs to other people or organizations. You may not use such content without that person or organization's permission, or as otherwise allowed by law.

d. **Software**: Some of the Services include access and use to software, for example our app or the software embedded in the Products. We give you permission to use that software as part of the Services. This license is worldwide (so throughout the world), non-exclusive (so we can also license the software to others), personal (so you cannot extend it to anyone else) and non-assignable (so you cannot assign the right to anyone else). Some of the Services include software that's offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these Terms, so please be sure to read those licenses.

e. **Not allowed to do**: You may not copy, modify, distribute, sell or lease any part of the Services or software included in the Services. Also, you may not reverse engineer or attempt to extract any of our source code unless applicable law lets you do so.

8. **Disclaimers and liability.**

a. **Disclaimers**: Although we would like to make your experience of the Services as enjoyable as possible and as much faith as we have in the Services , do know that we are only able to provide you the

Services “as-is” and “as available” and that we do not make any warranties, guarantees or commitments about the Services (including the content of the Services, the specific functions of the Services, or their availability, reliability or ability to meet your needs) as there is always the possibility that things do not work as they are supposed to. In the unfortunate event that the Services would not work, please accept our sincerest apologies as we certainly understand that it is unfortunate and inconvenient.

b. **Our liability**: We will not be responsible for any indirect, consequential, punitive, special or incidental damages. Our total liability arising out of or relating to your use of the Services is limited to the lower of (i) the fees that you paid to use the relevant Services in the 3 months before the breach (if any); or (ii) €50. These Terms only limit our responsibilities as allowed by applicable law.

9. **Settling disputes, governing law, and courts.**

a. To the fullest extent permitted by applicable law, and except to the extent expressly provided in the following paragraphs under this section 9 or section 11, these Terms, your relationship with us, and your use of the Services are governed by the laws of your country of residence, and you and us agree to submit to the exclusive jurisdiction of your local courts. The applicability of the United Nations Convention on Contracts for the International Sale of Goods, and any other laws that direct the application of the laws of any other jurisdiction, are expressly disclaimed and excluded.

b. If you’re a resident of the United States of America, these Terms, your relationship with us, and your use of the Services are governed by the laws of the State of New Jersey, excluding its conflict-of-laws and choice-of-laws provisions.

c. If you are a resident of Canada, these Terms, your relationship with us, and your use of the Services are governed by the laws of the Province of Ontario without giving effect to its choice or conflict of law provisions.

d. If you are a resident of France, the courts of Nanterre shall have exclusive jurisdiction.

e. If you are a resident of India, in case of any difference and dispute arising, you and us agree to resolve the same through arbitration by sole arbitrator appointed mutually by both of us to be conducted as per Arbitration & Conciliation Act 2015 (as amended). The place of arbitration shall be Gurgaon, Haryana.

f. If you are a resident of Sri Lanka, in case of any difference and dispute arising, you and us agree to resolve the same through arbitration by sole arbitrator appointed mutually by both of us to be conducted as per Arbitration Act 2005 (as amended). The place of arbitration shall be New Delhi, India.

g. If you are a resident of Malaysia, the Courts of West Malaysia shall have exclusive jurisdiction.

h. If you are a resident of China, the local court in Shanghai, China shall have exclusive jurisdiction.

i. If you are a resident of Taiwan, the local court in Taipei, Taiwan shall have exclusive jurisdiction.

j. If you are a resident of the Czech Republic, you can also contact Czech Trade Inspection http://www.coi.cz.

10. **Regarding these Terms.**

a. By law, you might have certain rights that can't be limited by a contract like these Terms. These Terms are in no way intended to restrict those rights.

b. If it turns out that a particular provision is not valid or enforceable, this will not affect any other provisions of these Terms.

c. If we don't take any action immediately after you did not follow these Terms, it does not mean that we would not have the right to take action in the future.

d. We are free to update these Terms to reflect changes in the Services or how we operate our business or for legal, regulatory, or security reasons. If we make material changes that impact you significantly, we will make reasonable efforts to notify you through the Hue app, by placing a notice on our website, by sending you an email, or by some other means. Your inaction or continued use of the Services, after any such alerts or notices means that you acknowledge and accept those changes.

e. Not all of the Services may be available in your country.

f. For information about how to contact us, please visit our website for the Products at https://www.philips-hue.com/support#contact.

g. Any provisions which are destined to survive (whether expressed or otherwise) any duration or termination of the Services, shall so survive.

11. **Terms applicable for certain Products, certain Services or certain countries.**

This section 11 sets out additional terms applicable for certain Products, certain Services or certain countries. If there are any differences between this section 11 and any provision(s) in these Terms other than this section 11, then this section 11 shall prevail.

- **Turkey**: local telephone number is 0850 390 19 22 and Privacy Notice is available here https://www.philips-hue.com/tr-tr/support/legal/privacy-policy

- **Early Access**: By enabling "Early Access" for certain features in your app, you are agreeing to get early access to such features prior to making such features available to all our users ("**Early**

Access Features") which are more likely to contain errors, bugs or other problems not usually associated with standard release to all app users ("**Standard Release**"). The Early Access Features are provided "as is" and "as available" and we and our affiliates, licensors and/or suppliers do not make any warranties, guarantees or commitments about the Early Access Features (including its content, specific functions, or availability, reliability or ability to meet your needs) as there is always the possibility that things do not work as they are supposed to. We have no duty to continue taking the Early Access Features into Standard Release and may make changes to the Early Access Features or discontinue roll-out thereof. What will be released in Standard Release may differ from the Early Access Features. You understand and agree that the termination of your use of the Early Access Features is your sole right and remedy with respect to any dissatisfaction you may have with the use of the Early Access Features, subject to the Privacy Notice. In the unfortunate event that the Early Access Features would not work, please accept our sincerest apologies as we certainly understand that it is unfortunate and inconvenient. If at any point you want to discontinue access to the Early Access Features, you can disable this in your app (where possible) or by deleting and reinstalling the app. This section on Early Access shall be applicable as far as it relates to the Early Access Features until Standard Release thereof or discontinuation (whatever comes first).

- **Hue Secure Additional Terms**: The Hue Secure Services are available in USA, Canada, United Kingdom, Ireland, Belgium, Luxembourg, The Netherlands, Germany, Austria, Switzerland, France, Italy, Greece, Spain, Portugal, Norway, Sweden, Denmark, Finland, Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Lithuania, Latvia, Poland, Romania, Serbia, Slovenia and Slovakia and, in addition, the Hue Secure Additional Terms as set out in **Annex 1** shall apply to your use of the applicable Hue Secure products and the Hue Secure services.

- **United States:** Notice for California residents: Under California Civil Code Section 1789.3, California residents are entitled to the following consumer rights notice: If you have a question or compliant regarding our website or these Terms, please send an inquiry to our "Contact Us" link at https://www.signify.com/en-us/get-in-touch/contact-us. You may also contact us by writing to Customer Satisfaction Department, 400 Crossing Blvd., Suite 600, Bridgewater, New Jersey 08807 or by calling Signify at 1(800) 555-0050. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

- **Motion Sensor Capabilities:** If you reside in a jurisdiction other than those specified above (in third bullet point under this section 11), you may still be able to use the Hue motion sensors with our app to receive notifications via our app, view an event timeline and set-off light alarms ("**Motion Sensor Capabilities**"). If so, such Motion Sensor Capabilities are included in the Services pursuant to these Terms, and, in addition to the Terms, the following additional terms apply to your use thereof: (i) it is your responsibility to obtain, set-up and maintain the technical and other

requirements strictly in accordance with the instructions and specifications made available by us to you; (ii) we do not monitor and we do not respond to any information and events received while you are using the Motion Sensor Capabilities. It is solely up to you (or your Authorized User) to take action in response to any notifications you receive (including contacting the police or appropriate emergency response service); (iii) if your sensors are outside the detection range or hindered or obstructed by walls, furniture or other objects, you may experience false notifications or detection failures and you may experience (temporary) interruptions due to system maintenance, failures or other circumstances. We do not warrant or guarantee uninterrupted use; (iv) to the fullest extent permitted by law, we hereby expressly disclaim any and all liability related to your use of the Motion Sensor Capabilities, including any use contrary to applicable laws; and (v) we do not make any representation or warranty that the Motion Sensor Capabilities will reduce or eliminate occurrences of unwanted events, such as trespassers, burglaries and/or robberies, and you agree not to rely thereon to avert or minimize such occurrences of events, or their consequences. You should protect against any risk of loss with the appropriate insurance coverage. The Motion Sensor Capabilities include the possibility to capture data that could be considered personal data in your country. To the extent that this data is considered as personal data, you will be responsible for compliance with the privacy legislation that is applicable to you.

- **Payment via Your App Store**:

  o If any fees (related to the Services or any other service we offer in addition thereto that is not otherwise specified in these Terms - the "**Paid Services**") are paid by you from our app via the relevant app store (either Apple App Store or Google Play Store) that you use ("**Your App Store**"), you can follow the payment methods you choose in Your App Store and any conditions thereto.

  o In case we do not receive your payment (for the **Paid Services**) via Your App Store, we reserve the right to cancel the relevant Paid Services.

12. **End-User Terms Required by Apple.**

If you have downloaded the Hue app from the Apple, Inc. ("Apple") App Store or if you are using the Hue app on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. These Terms are between you and us only, not with Apple, and Apple is not responsible for the Services or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Hue app. In the event of any failure of the Hue app to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the Hue app to you; and that, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Hue app. Apple is not responsible for addressing any claims by you or any third party relating to the Hue app or your possession and/or use of the Hue app, including: (a) product liability claims; (b) any claim that the Hue

app fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Hue app and/or your possession and use of the Hue app infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Hue app. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. The permission to use in section 2a is limited to a non-transferrable right to use the Hue app to control and monitor your Products on any Apple-branded products.

version September 2025 - **applicable from App 5**

Terms of Use version history

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