

PHILIPS HUE SECURE DATA PROCESSING AGREEMENT (“DPA”)

Last Updated: September 2023

You acknowledge that your use of certain Philips Hue Secure Products and Philips Hue Secure Services may involve sending Personal Data to Signify. To the extent We process Personal Data on Your behalf, this Philips Hue Secure Data Processing Agreement (DPA) applies. In the event of any conflict between the Terms and this DPA, this DPA will govern solely to the extent of the conflict.

You and Signify agree to the following DPA:

Applicability	This DPA applies when Signify (“Signify”, “We”, “Us”, “Our”) Processes (“You”, “Your”) Personal Data on your instructions exclusively for the Philips Hue Secure Products and Philips Hue Secure Services. We use capitalized terms. You can find the meaning of those in Annex 1.
Signify’s obligations Signify will:	<ol style="list-style-type: none">1. only Process Personal Data as is necessary for the fulfilment of Our obligations as derived from the applicable Terms or as required by Applicable Data Protection Laws or any other applicable law.2. Process Your Personal Data in accordance with Your reasonable and lawful instructions, including in relation to transfer, retention and deletion as set forth in Annex 2 (Data Processing Map).3. notify You in case of a request for disclosure of Personal Data by a law enforcement authority unless prohibited by law applicable to such disclosure requests.4. implement and maintain appropriate technical, organizational, and legal measures to protect the Personal Data Processed under this DPA including implementing appropriate safeguards for protecting the security, integrity, and confidentiality of Personal Data.5. ensure that Our subcontractors and employees comply with this DPA.6. upon your reasonable request, make available to You information necessary to demonstrate Our compliance with Applicable Data Protection Laws and this DPA.7. reasonably Assist You with Data Subject Requests without undue delay.8. reasonably cooperate with audits involving Your Personal Data, on the condition that You have accepted appropriate confidentiality undertakings that We may set. Such audits, which must not interfere with the day-to-day business of Signify, shall not be conducted more than once in a calendar year. Signify must be given reasonable notice before such an audit is conducted.9. notify You without undue delay and Assist You in case of a Personal Data Breach involving Personal Data processed by Us on Your behalf.
Your obligations You must:	<ol style="list-style-type: none">1. comply with Applicable Data Protection Laws and related privacy laws.2. obtain all necessary consents, permissions, and licenses from and give necessary notices to all third parties, including Your Authorized Users, that may be required:<ol style="list-style-type: none">a. for You to have the right to transfer their Personal Data to Us;b. to enable us to transfer and/or Process their Personal Data for the purpose of fulfilling Our obligations, or as instructed by You.3. You hereby warrant to Us that You have obtained all such necessary consents, permissions and licenses and have given such notices.4. You shall have sole responsibility for the accuracy, quality, legality of Personal Data, and the means by which You process Personal Data.5. subject to the Changes clause below, You provide Us with a general authorization to engage third parties to Process Personal Data (“Sub-Processors”) without requiring any further authorization from You. The current list of Sub-Processors can be found in Annex 3.
International Transfers	We are allowed to transfer or allow access to Personal Data from any country in which We or Our Affiliates (or Our subcontractors) are located. Where the transfer of Personal Data is subject to a data transfer restriction under Applicable Data Protection Laws, We will ensure that the transfer meets the requirements for cross-border transfer as may be required under Applicable Data Protection Laws.
Notification and Contact	Notifications or Contacts from Us to You will be directed to the email address as provided by You when creating your Philips Hue Account. Notifications or Contacts from You to Us should be provided via our contact form accessible here: https://www.signify.com/global/legal/privacy/privacy-request .

Changes	If We make any changes to our existing Sub-Processors or add new Sub-Processors, You will be informed by Us. If You have a reasonable objection to our use of the said Sub-Processor(s), You may notify Us in writing within five (5) days after Our modification notification. Your continued use of the Philips Hue Secure Products and Philips Hue Secure Services without giving Us notice of objections in accordance with the above, will constitute Your consent to such modifications.
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ANNEX 1: DEFINITIONS

Account	a user account for access and use of Philips Hue Secure Products and Philips Hue Secure Services.
Applicable Data Protection Laws	the provisions of GDPR, and other mandatory laws applicable to the protection of Data Subjects regarding the Processing of Personal Data.
Assist or Assistance	any support, cooperation, making available technically competent personnel, access, tools, facilities, information or any other assistance, as the context requires, that We may reasonably require from You or We provide to You.
Authorized Users	an individual for whom an Account has been created.
GDPR	the European Union General Data Protection Regulation (2016/679).
Personal Data	any Personal Data processed by Signify on Your behalf.

The terms "Personal Data", "Data Subject", "Process", "Processing", "Controller" "Personal Data Breach", "Data Subject Requests" and "Processor" as used in this DPA will have the meanings given in the EU General Data Protection Regulation (irrespective of its applicability).

ANNEX 2: DATA PROCESSING MAP

Categories of Data Subjects	Ecosystem end-users and individuals' image, audio or sensor data as captured by the Philips Hue Secure Products.
Categories of Personal Data	End-to-end encrypted Audio and Video recordings and streams offered through the Philips Hue Secure Products and Philips Hue Secure Services, as well as sensor data.
Special Categories of Personal Data	Not Applicable.
Retention Period	We will retain the Personal Data for as long as You instruct Us to. Upon termination of the Philips Hue Secure Services, the Personal Data processed by Us will be automatically deleted. The aforementioned is applicable unless applicable law requires further storage.

ANNEX 3: SUB-PROCESSORS

Entity Name	Country of Registration
Amazon Web Services EMEA SARL	Luxembourg