

Philips Hue Terms of Use

1. What this document covers and our relationship.

- a. We know it is tempting to not look at these Philips 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.
- c. **Services covered:** The services are for the Philips 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**”.
- d. **Age requirements:** If you’re not of the legal contracting age or older, you must have your parent or legal guardian’s permission to have your own user account and they should look at these Terms with you. If you’re a parent or legal guardian, and your child is allowed by you to use the Products and the Services, then these Terms apply to you and you’re responsible for your child’s activities.
- 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.

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. **You can authorize individuals:** As the creator of a user account, you can authorize individuals 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 user account, Products and the Services.
- c. **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.
- 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.
 - Please regularly review 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.
- 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.
- 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.
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 do so 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 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, 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 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
 - grant access of your User Submissions and Device Data to Authorized Users and for (as defined below) Third-Party Products and Services,for the purpose of:
 - operating and improving the Services (including creating Updates);
 - developing new technologies and services for us; and
 - other purposes as described in our applicable Privacy Notice which are available on <https://www.philips-hue.com/privacy> (“**Privacy Notice**”).
 - 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.
 - 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 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.

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 may update these Terms to reflect changes in the Services or how we do business or for legal, regulatory, or security reasons. If we make changes that impact you significantly, we will provide you with the opportunity to review the changes and if requested agree with the changes in order to continue use of the Services. Your inaction or continued use of the Services, 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.
- 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>.

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/destek/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).

version August 2021 - **applicable from App 4**