Philips Hue TV App Terms

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FOR USERS WHO SUBSCRIBE TO A MONTHLY PAYMENT PLAN, PLEASE NOTE THAT SECTION 2.m CONTAINS THE FOLLOWING AUTO-RENEWAL CLAUSE: UNLESS YOU NOTIFY US AT LEAST TWENTY-FOUR (24) HOURS BEFORE THE END OF THE THEN-CURRENT MONTHLY SUBSCRIPTION PERIOD THAT YOU DO NOT WISH TO CONTINUE YOUR SUBSCRIPTION, YOU UNDERSTAND THAT YOUR MONTHLY PAYMENT PLAN WILL AUTOMATICALLY RENEW AND YOU AUTHORIZE US TO CHARGE THE THEN-APPLICABLE SUBSCRIPTION FEES FOR EACH MONTHLY SUBSCRIPTION PERIOD, USING YOUR PAYMENT METHOD.

1. What this document covers and our relationship.

a. We know it is tempting to not look at these Philips Hue TV App Terms ("**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. **Contract between us**: When you place an order and make payment for the Philips Hue TV App ("**App**") via Your Payment Method (as defined below) and upon acceptance of these Terms, a valid, binding and enforceable contract governed by these Terms is created between you and us ("**Agreement**"). When we refer to "**we**", "**us**", "**our**" or "**Signify**", we mean Signify Netherlands B.V. 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. **Age requirements**: You affirm that you are of the legal contracting age or older to enter into the Agreement.

d. **What is regulated herein:** Your access and use of the App is regulated by the Agreement.

e. **What is not regulated herein**: Your purchase of Philips Hue lighting products ("**Philips Hue Products**"), access and use of the software embedded in your Philips Hue Products and/or your access and use of our Philips Hue app to control your Philips Hue Products are covered by separate agreements (including applicable sale terms when you bought your Philips Hue Products and the Philips Hue Terms of Use) and are not amended or modified herein.

f. **Right to withdraw**: If you are a European Economic Area (EEA)-based consumer, you have the right to withdraw from the Agreement within fourteen (14) days without giving any reason. The withdrawal period will expire after fourteen (14) days from the day of conclusion of the Agreement. Depending on Your Payment Method, you can follow the instructions of Your App Store (as defined below) to exercise the right of withdrawal. You may also inform us of your decision to withdraw from this Agreement by an unequivocal statement sent to us by post (Signify Netherlands B.V., High Tech Campus 48, 5656 AE Eindhoven, The Netherlands, FAO: Legal Department); or by email (**support.hue.syncapp@signify.com**); or via our online contact form (visit this link: **https://www.philips-hue.com/support#contact**). You may use the model withdrawal form as set out in Annex I to these Terms, but it is not obligatory. To meet the deadline, you need to send the withdrawal before the expiration of the above 14-day period. If you withdraw from the Agreement, we shall reimburse to you all payments received from you for the App, without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from the Agreement. We will carry out such reimbursement using the same means of payment as you used, unless you have expressly agreed with us otherwise; in any event, you will not incur any fees as a result of such reimbursement. **For clarity, if you enrol in a Monthly Payment Plan (as defined below), you can exercise the right to withdraw only during your initial subscription and not at any automatic renewal.**

2. Functionality and Conditions of Use.

a. **Functionality of the App**: The functionality and specific requirements essential for the use of the App are described on the product page and onboarding flow of our App ("**App Description**").

b. **Specific Device**:

- The App can only be used on a compatible device of the smart TV manufacturer ("Specific Device"), which must be separately purchased and operated by you.
  (i) For One-Time Payment Plan (as defined below), the App is only downloadable once on a single Specific Device and it is not possible to transfer the App once downloaded to any other Specific Device. You understand and agree that the App will only work with the Specific Device initially downloaded on. One subscription to the App entitles use on one Specific Device only.
  (ii) For Monthly Payment Plan, the App is downloadable on a limited number of Specific Devices as indicated by us in the App Description, which may be subject to change from time

to time. You must link the same Specific Device and Philips Hue user accounts with each Specific Device the App is downloaded on. Simultaneous use of the App on multiple Specific Devices may be subject to additional requirements including connection per Specific Device with a Philips Hue bridge product.

- If you are no longer entitled to use such Specific Device (e.g., due to sale of the Specific Device), you are obliged to unpair the App immediately and you can no longer use the App (other than for a Monthly Payment Plan, on another Specific Device).

- Signify is not responsible for the Specific Device and/or any action (or omission) by the smart TV manufacturer, its service providers or any other third party via the Specific Device (including any future Specific Device updates) causing the App not to function in accordance with the App Description.

- We are not responsible for providing you with a user account with the smart TV manufacturer or Your App Store.

- We are not responsible for deployment of the App to your Specific Device and/or smart TV manufacturer's refusal to deploy the App to your Specific Device and/or any payment issues resulted from Your App Store.

c. **Delivery:** Once you have purchased the App via Your Payment Method, the App is (automatically) downloaded to your Specific Device.

d. **Syncing and Operating:**

- It is your responsibility to (i) sync the App in accordance with the guidance made available by us to you; (ii) obtain everything required as indicated by us in the App Description; (iii) test the App once installed; and (iv) maintain the requirements as described in the App Description.

- We hereby expressly disclaim any and all liability for your obligations related to the syncing of the App and your responsibility to obtain and maintain the requirements as described in the App Description.

e. **Grant to Use the App:** Subject to your compliance with the Agreement, we grant to you a limited, non-exclusive, revocable right to use the App solely on the Specific Device in accordance with its intended use ("**Right of Use**"). Unless terminated by you or us in accordance with these Terms, this Right of Use shall remain in effect ("**Right to Use Period**"):

- for the duration of the subscription and any renewals thereof if you enrol in the Monthly Payment Plan or;

- for a period of five (5) years if you purchase the One-Time Payment Plan unless Signify (at its discretion) continues to support the App thereafter with security, quality and interoperability updates in accordance with and for such specific additional period as stipulated in our End of Support policy as referred to below in section 2.g. You agree that you will not redistribute or transfer the App or your Right of Use to another Specific Device.

The App and its content are licensed, not sold or transferred to you, and we and our licensors retain ownership of all copies of the App and its content even after installation on your Specific Device. Your permitted uses do not include the right to directly or indirectly transmit, broadcast, redistribute, forward or deliver the App or any part of the data, information or images which constitute the App to any other person or entity, in any format (including, but not limited to framing, deep linking or embedding) by any means.

f. **Register User Accounts:**

- It is required that you have a user account with Philips Hue and the smart TV manufacturer in order to use the App. You may also need a user account with Your App Store.

- Ordering, billing and payment of the App are done via a third-party platform such as the Apple App Store or the Google Play Store ("Your App Store") or a third-party payment processor authorized by us, whichever indicated by us as available (collectively "Your Payment Method").

g. **Updates to the App:**

- We may update the App by providing (i) security and compatibility updates, including to keep the App working with firmware updates of the Specific Device; (ii) App design and user experience changes, including to improve better navigation and branding guidelines changes; (iii) bug and crash fixes and/ or (iv) additional functionality. All of these updates we refer to as "Updates". We provide and require implementation of the Updates to ensure all users of the App are on the latest App version to limit system vulnerability, continued compatibility with TV firmware updates and have the most up to date user experience.

- If an Update negatively impacts your use of or access to the App in more than only a minor manner, you shall be entitled to terminate the Agreement, and we shall refund you a pro-rata amount already paid (calculated for the remainder of the Right to Use Period).

- Our End of Support policy (as provided separately to you on our website at **www.philips-hue.com/endofsupportpolicy**) is applicable to the App.

- Updates may occur automatically without additional notice or receiving any additional consent from you, including Updates that address significant security risks. You consent to these

automatic Updates, provided that if you do not want such Updates to be automatically installed, you can indicate that in the settings of your Specific Device. We may also ask you to install Updates yourself, and you are responsible for this to ensure an up-to-date App.

- If you do not install any Updates (within a reasonable time after asking you to install an Update), it may expose you to risks (like security risks) and/or affect the functionality of the App and we might not be able to provide the functionality of the App to you. We shall not be liable for any cost, damages, (security or otherwise) risks, lack of functionality or performance resulting from your failure to install the relevant Update.

h. **Your conduct:** The App may be used for lawful purposes only and may not be used in a manner which violates or infringes our expressly reserved rights, the rights of our suppliers and licensors, and the rights of third parties. You agree to use the App in accordance with the Agreement. You shall follow applicable laws and regulations, including export control and sanctions, privacy and intellectual property rights.

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

j. **If things go wrong:**

- We shall endeavor to ensure that the use of the App is as uninterrupted as possible within the scope of its technical and operational abilities, but we cannot promise uninterrupted use. Except to the extent required by applicable law, the App is provided “AS IS” and on an “AS AVAILABLE” basis and to the maximum extent permitted by applicable law, WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the App will meet your requirements or will be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality of any information or content provided through the App. We do not warrant and hereby disclaim any implied warranty that the operation of the App will be error free or uninterrupted. The App may experience temporary interruptions due to technical difficulties, maintenance or testing, or Updates.

- If you’re a European Economic Area (EEA)-based consumer, then EEA consumer laws provide you with a legal guarantee covering the conformity requirements of the App. Under this guarantee, we will attend to remedy any lack of conformity that you discover during the Right to Use Period.

- If you experience any issues with the functionality of the App, please contact us through our consumer care channels (visit this link to view our contact information for your location: **https://www.philips-hue.com/support#contact**). We will use all reasonable efforts to cure the defect as notified by you in accordance with our standard process that entails (i) collection of the incident reported from different sources; (ii) performing an impact assessment using assessment tools to prioritize the incident; and (iii) defining and implementing a solution appropriate for the specific prioritization allocated, that can be an intermediate solution (e.g. hotfix or work around) or a future (short or long term) Update ("Support Process").

- If, during the Right to Use Period, we are unable to cure the defect in accordance with our Support Process, and such defect is directly and solely attributable to the App, you shall be entitled to the following remedies for your payment plan (if and as applicable): (i) a proportionate reduction of the applicable subscription fee for the period in which you experience a lack of functionality (compared to the Right to Use Period); or (ii) termination of your payment plan and a refund of the pro-rata amount already paid for the period in which you experience a lack of functionality (compared to the Right to Use Period) and any amounts (if any) already paid for any future period. Our inability to cure the defect shall include (i) if the removal of the defect is impossible, (ii) the defect is not cured as associated with disproportionate costs, (iii) a lack of conformity appears despite our attempt to cure the defect, (iv) the defect is so serious that the immediate price reduction or termination is justified, (v) we refuse any supplementary performance, or (vi) it is obvious (including a declaration by us) that (within a reasonable time, or without significant inconvenience for you) we cannot remedy the defect.

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

l. **Feedback:** We welcome feedback on the App. If you choose to give us feedback, we shall be free to use such feedback without obligation to you.

m. **Payment Plans; Prices and Billing**:

- You can enjoy our App by purchasing one of the following payment plans via Your Payment Method:
  (i) a one-time payment plan which enables you to access and use the App for the Right to Use Period as referred to in section 2.e, second bullet point ("One-Time Payment Plan") or
  (ii) a monthly subscription plan which will continue until cancellation of your subscription ("Monthly Payment Plan"). You will be charged on the first day of each successive monthly subscription period. UNLESS YOU NOTIFY US AT LEAST TWENTY-FOUR (24) HOURS BEFORE THE END OF THE THEN-CURRENT MONTHLY SUBSCRIPTION PERIOD THAT YOU DO NOT

WISH TO CONTINUE YOUR SUBSCRIPTION, YOU UNDERSTAND THAT YOUR MONTHLY PAYMENT PLAN WILL AUTOMATICALLY RENEW AND YOU AUTHORISE US TO CHARGE THE THEN-APPLICABLE SUBSCRIPTION FEES FOR EACH MONTHLY SUBSCRIPTION PERIOD, USING YOUR PAYMENT METHOD.

- All prices, discounts, and promotions posted by us are subject to change without notice (other than below as applicable to the Monthly Payment Plan). Prices are in local currency (unless Your App, as Your Payment Method, indicates otherwise). The price charged for the App will be the price in effect at the time the order is placed and will be set out in your invoice.

- Changes in applicable fees for One-Time Payment Plan will only apply to orders placed after such price changes. In case we change the applicable fees for the Monthly Payment Plan, as the case may be from time to time, we will notify you of the fee change and its effective date at least thirty (30) days before such change takes effect. You may reject the change within thirty (30) days of the notice by cancelling your subscription at no additional cost. Cancellation will take effect at the end of your then-current monthly subscription period whereafter your Monthly Payment Plan will not renew. If you do not reject the fee change before it comes into effect by cancelling your subscription, you will be deemed to have agreed to it, and the change to the fee will be effective on the date in our notice but will only be charged to you when your next subscription fee is due.

- For residents of the European Union, value added tax is included in the listed App price. However, prices may not include other applicable local taxes or duties (such as applicable state sales tax for residents of the United States). All such taxes and charges will be added to the total payable amount prior to purchase and in your order confirmation email. If paying by credit card, the total amount for your entire order will be reflected on your statement in your local currency (unless Your App Store, as Your Payment Method, indicates otherwise).

- You purchase is directly via Your Payment Method which grants you the Right of Use for the App in accordance with the Agreement. Please contact us via our consumer care channels (visit this link to view our contact information for your location: **https://www.philips-hue.com/support#contact**) or Your App Store (depending on Your Payment Method) regarding any payments.

- In case we do not receive your payment via Your Payment Method, we reserve the right to cancel your Monthly Payment Plan.

- You may cancel your Monthly Payment Plan anytime. The cancellation will take effect at the end of the current monthly subscription period, and you will continue to enjoy the App in the meantime. If you have made a purchase via Your App Store, you must access your account therewith and follow the instructions to cancel your Monthly Payment Plan.

3. Your information and security measures.

a. **User Submissions and App Data**: The App allows you to store or otherwise provide information to or through the App 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 make such User Submissions, including the rights below, and that it is lawful. Additionally, the App will provide us with information about your use of the App and various devices, third party services or other applications you connect with the App, often in an automated fashion – we refer to this information as the "**App Data**". Your User Submissions and App Data remain yours, which means that you retain any rights that you have in your User Submissions and App Data.

b. **Permission to use your User Submissions and App Data**: Subject to your privacy rights as set forth in section 5 below, by using the App, you give us (and as required by us, the smart TV manufacturer, Your App Store, our licensees, service providers and contractors) a license throughout the world and without paying a fee to:

- host, reproduce, distribute, modify, communicate, and use your User Submissions and App Data - e.g., allowing us, smart TV manufacturer, Your App Store, and our respective licensees, service providers and contractors to save it on our respective systems and make it accessible; and

- grant access of your User Submissions and App Data to us and as required by us, the smart TV manufacturer, Your App Store, and our respective licensees, service providers and contractors for your Specific Device (as referred to below in section 4 below),

for the purpose of:

- operating and improving the App (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 measures**: We endeavor to implement appropriate security measures. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures. For more information on Signify responsible disclosure, visit our coordinated vulnerability disclosure page at **https://www.signify.com/global/vulnerability-disclosure**.

4. Accessing your Specific Device.

The App allows Philips Hue Products to interact with the App and the Specific Device on which the App is installed. In order to enable this interaction, we and/or our service providers may need to exchange your User Submissions and App Data with the smart TV manufacturer and/or their service providers. You are responsible for your interaction with and use of the Specific Device and we do not take responsibility for the Specific Device. Other than as provided in the End of Support policy, we do not guarantee that the Specific Device will be compatible with the App. You grant us and our service providers the right to allow the App to use the processor, bandwidth, and storage hardware on your Specific Device in order to facilitate the operation of the App. In order to enable the light sync, the App accesses data related to color points on the screen to provide a meaningful lighting experience. For reasons of compatibility, the App accesses the firmware version of your Specific Device to ensure you have a compatible TV model and firmware version to support the App.

5. Your privacy.

a. **Personal Data:** Your privacy is important to us. Our Privacy Notice which is available on **https://www.philips-hue.com/privacy** applies to the use of the App. Please read these documents as they describe, amongst others, the types of personal data we collect from you, how we might use your personal data, the legal bases we have to process your personal data, as well as your privacy rights.

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

6. Duration, Suspension and Terminating your Right of Use.

a. **Duration**: The Agreement shall endure for your Right to Use Period unless your Right of Use is earlier terminated or extended in accordance with these Terms.

b. **Temporary suspension**: We may suspend your Right of Use temporarily, without giving you notice, for security reasons, systems failure, maintenance and repair or other circumstances.

c. **Terminating or suspending your Right of Use**: You are always free to stop using the App at any time. We reserve the right to terminate your Right of Use and the Agreement if any of these things happen:

- you have used the App in violation of the Agreement;
- we discontinue or suspend (temporary or permanently) any of our subscription plan(s) (except for One-Time Payment Plan which shall be subject to our End of Support Policy);

- we are required to do so to comply with a legal requirement or a court order; or

- if your conduct causes harm or liability to a user, third party, or us.

d. **Consequences of Termination**: Upon termination of the Agreement, your Right of Use shall terminate immediately (without prejudice to your right of cancellation of the Monthly Payment Plan with effect at the end of the monthly subscription period). Provisions of the Agreement that by their nature would continue beyond the expiration or termination of the Agreement will survive.

7. Our content and software.

a. **Intellectual Property Rights**: Although we give you permission to use the App, we (and our suppliers and licensors) retain any intellectual property rights that we (and our suppliers and licensors) have in the App. All Philips Hue trademarks, service marks, trade names, logos, domain names, and any other features of the Philips Hue brand ("**Brand Features**") are the sole property of us or our licensors. These Terms do not grant you any rights to use any Brand Features whether for commercial or non-commercial use.

b. **Our content**: The App includes content that belongs 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. **Not allowed to do**: You may not copy, modify, distribute, sell or lease any part of the App, and not reverse engineer or attempt to extract any of our source code unless so permitted by applicable law.

8. Indemnification.

THE AGREEMENT IS INTENDED ONLY FOR YOUR BENEFIT. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD US HARMLESS FROM AND AGAINST (I) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST US ARISING FROM OR RELATING TO YOUR ACCESS OR USE OF THE APP IN VIOLATION OF THE RIGHT OF USE OR THIS AGREEMENT (A "**THIRD PARTY ACTION**"); AND (II) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF ATTORNEYS' FEES AND COSTS INCURRED BY, ASSESSED OR FOUND AGAINST, OR MADE BY US, SMART TV MANUFACTURER AND/OR OUR SERVICE PROVIDERS RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION ("**THIRD PARTY RELATED LOSSES**"), EVEN IF SUCH THIRD PARTY ACTION AND THIRD PARTY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE OF US, BREACH OF CONTRACT OR WARRANTY OR CONDITION, STRICT LIABILITY, NON-COMPLIANCE

WITH APPLICABLE LAW, OR OTHER FAULT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS SECTION, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW. THIS INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL OR RECKLESS MISCONDUCT OF OURS, OR GROSS NEGLIGENCE OF US IN THOSE STATES/PROVINCES/COUNTRIES THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE. "**THIRD PARTY**" IS DEFINED HEREIN TO INCLUDE ANY PERSON OR ENTITY NOT A PARTY TO THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, A SPOUSE, FAMILY MEMBER, GUEST, TENANT, EMPLOYEE OR INSURANCE COMPANY.

9. Liability.

a. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM THE APP EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE APP. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. WE DISCLAIM ALL LIABILITY OF ANY KIND OF OUR LICENSORS AND SUPPLIERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ANY USER SUBMISSIONS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY USER SUBMISSIONS, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY USER SUBMISSIONS TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP. YOU USE THE APP AT YOUR OWN RISK. YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH YOUR USE OF THE APP, AND YOU AGREE TO HOLD US HARMLESS FROM, AND YOU COVENANT NOT TO SUE US FOR, ANY CLAIMS BASED ON YOUR USE OF THE APP.

b. These Terms only limit our responsibilities as allowed by applicable law. Other than the liabilities described above, we are liable only for our breaches of these Terms, subject to applicable law.

c. We have no liability to you, in connection with internet or other service outages or failures that are caused by the actions of government authorities, other third parties, or events beyond our reasonable control.

10. Settling disputes, governing law, and courts.

a. In case you have a complaint, please contact us via our consumer care channels (visit this link to view our contact information for your location: **https://www.philips-hue.com/support#contact**).

b. To the fullest extent permitted by applicable law, and except to the extent expressly provided in the following paragraphs under this section 10, your relationship with us, and your use of the App and any and all claims arising out of or related to this Agreement are governed by the laws of the jurisdiction where you reside 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.

c. If you're a resident of the United States of America:

- These Terms, your relationship with us, and your use of the App and any and all claims arising out of or related to this Agreement are governed by the laws of the State of New Jersey, excluding its conflict-of-laws and choice-of-laws provisions.

- 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.

d. If you are a resident of Canada, these Terms, your relationship with us, and your use of the App and any and all claims arising out of or related to this Agreement are governed by the laws of the Province of Ontario without giving effect to its choice or conflict of law provisions.

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

f. If you're a European Economic Area (EEA)-based consumer and you feel your complaint is not adequately addressed, you can—but are not obligated to—use the European Online Dispute Resolution (ODR) platform: **https://ec.europa.eu/consumers/odr/**.

g. If you are a resident of the Czech Republic, you can also contact Czech Trade Inspection by visiting this link: **http://www.coi.cz**.

h. If you are a resident of Argentina, you can contact the National Consumer Protection Office through its website: **https://www.argentina.gob.ar/defensadelconsumidor** or by telephone at (+54) 0800-666-1518.

11. Regarding these Terms.

a. By law, you might have certain rights that can't be limited by a contract like the Agreement. 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 the Agreement.

c. If we don't take any action immediately after you did not follow the Agreement, 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 App 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 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 App, after any such alerts or notices means that you acknowledge and accept those changes.

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

f. The Agreement is not intended to grant rights to anyone except you, and in no event shall the Agreement create any third-party beneficiary rights.

g. Other than as stated in section 13 or as explicitly agreed upon in writing between you and us, the Agreement constitutes all the terms and conditions agreed upon between you and us and supersede any prior agreements in relation to the subject matter of the Agreement, whether written or oral.

h. We may assign or delegate (in whole or in part) any of our rights or obligations under the Agreement. You may not assign the Agreement, in whole or in part, nor transfer or sub-license your rights under the Agreement, to any third party.

12. End-User Terms Required by Apple.

If you have purchased a payment plan via Apple, Inc. ("**Apple**") App Store, 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 App or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and that, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including: (a) product liability claims; (b) any claim that the 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 App and/or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the 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.

13. Terms applicable for certain countries.

This section 13 sets out terms applicable to residents of certain countries. If there are any differences between this section 13 and any provision(s) in these Terms other than this section 13, then this section 13 shall prevail.

a. **Section 1.f:**

i. following sentence is added if your residence is in **Austria, Germany** or **Poland**: To exercise the right of withdrawal, you may also contact us by telephone (00800 744 547 75).

ii. is entirely replaced by the following, if your residence is in **Turkey:** To the maximum extent permitted by applicable law, you expressly consent to us providing you with the services under the relevant subscription immediately following your purchase and that you lose your right of withdrawal.

iii. is entirely replaced by the following, if your residence is in **Japan:** By purchasing a payment plan with respect to our App, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PURCHASING DIGITAL CONTENT AND SERVICES WHICH ARE NOT SUBJECT TO STATUTORY COOLING-OFF PERIODS OR A RIGHT OF WITHDRAWAL UNDER THE APPLICABLE CONSUMER PROTECTION LAWS, INCLUDING THE CONSUMER CONTRACT ACT AND THE ACT ON SPECIFIED COMMERCIAL TRANSACTIONS IN JAPAN. YOU UNDERSTAND AND AGREE THAT ONCE YOUR PURCHASE IS CONFIRMED AND THE PERFORMANCE BEGINS, YOU WILL NOT BE ENTITLED TO A CANCELLATION, REFUND, OR

WITHDRAWAL OF THE CURRENT SUBSCRIPTION, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT OR AS MANDATORY REQUIRED BY THE APPLICABLE LAWS.

b. **Section 2b:**

i. following sentence is added to section (ii) of first bullet point if your residence is in **Japan:** If we decide to decrease the number of Specific Devices, we will notify you within thirty (30) days in advance, either through email, in-app notification or via other means. If you do not agree to the change, you may cancel your subscription before the change takes effect. If you do not cancel or you continue to use the App after the change, it will indicate your acceptance thereof.

c. **Section 2.m:**

i. third bullet point is entirely replaced by the following if you have your residence is in **South Korea**: Changes in applicable fees for One-Time Payment Plan will only apply to orders placed after such price changes. In case we change the applicable fees for the Monthly Payment Plan, as the case may be from time to time, we will notify you of the fee change and its effective date, requiring your consent at least thirty (30) days before such change takes effect. You may either consent to or reject the change within thirty (30) days of the notice by cancelling your subscription at no additional cost. If you reject the change, cancellation will take effect at the end of your then-current monthly subscription period whereafter your Monthly Payment Plan will not renew. If you consent, the change to the fee will be effective on the date you provide your consent but will only be charged to you when your next subscription fee is due.

ii. second last bullet point is entirely replaced by the following if you have your residence is in **Poland**: In case we do not receive your payment via Your Payment Method, we reserve the right to cancel your Monthly Payment Plan within sixty (60) days of your order. If you have made a purchase via Your App Store, you must access your account therewith and follow instructions to cancel your Monthly Payment Plan.

iii. second last bullet point is entirely replaced by the following if your residence is in **Japan**: If we do not receive your payment via Your Payment Method for your Monthly Payment Plan, you may receive payment reminders from us or Your App Store (depending on Your Payment Method). We reserve the right to cancel your Monthly Payment Plan without further notification if you fail to adhere to said payment reminders.

d. **Section 2.j:**

i. following paragraph is added if your residence is in **Australia**: Our standard service warranty is in addition to and does not affect your statutory rights as a consumer. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the services repaired or replaced if the services fail to be of acceptable quality and the failure does not amount to a major failure.

ii. following paragraph is added if your residence is in **New Zealand**: Our standard service warranty is in addition to and does not affect your statutory rights as a consumer. Our services come with guarantees that are in addition to, not in substitution of, the customer rights under the New Zealand Law (including its rights under the Consumer Guarantees Act, 1993 as modified from time to time). The benefits provided to the consumer by the warranty are in addition to other rights and remedies available to the consumer under the law.

iii. the following sentence shall be added if you have your residence is in **Hungary**: You shall be entitled to the rights provided for in Government Decree 373/2021 (VI.30.) and the Civil Code, which shall apply jointly.

e. **Section 5.a:**

i. is entirely replaced by the following, if your residence is in **Argentina**: To use the App, you must accept these Terms, and accept the processing of your personal data as provided in section 3.b and in accordance with the provisions of Law No. 25.326, on the protection of personal data, which you declare to know and accept.

ii. is entirely replaced by the following, if your residence is in **Chile**: To use the App, you must accept these Terms, and accept the processing of your personal data as provided in section 3.b and in accordance with the provisions of Law No. 19.628, on the protection of privacy, which you declare to know and accept. Furthermore, the consent given for the use of personal data is without prejudice to the exercise of the rights that the Chilean legal system recognizes to the owners of personal data.

iii. the following sentence shall be added if your residence is in **Japan**: We may send you essential notifications and communications related to the service or the App, such as payment reminders, subscription updates, changes to Terms, or the Agreement, or other important service or App-related notices. These communications are necessary for the fulfilment and management of your subscription, and as such, **no additional consent** is required for us to send them.

f. **Section 8:**

i. is entirely replaced by the following, if your residence is in **Austria, Belgium**, **Croatia, the Czech Republic, Germany, Greece, Italy, Hungary, Luxembourg, The Netherlands**, **Poland**, **Portugal**, **Romania**, **Spain**, **Sweden**, **Switzerland, Turkey**: You are liable for culpable violation of these Terms in accordance with the applicable laws.

g. **Section 9:**

i. is entirely replaced by the following if your residence is in **Austria, Germany**: Any claims for damages are excluded. This exclusion of liability shall not apply insofar as we are subject to mandatory liability, e.g., under the Product Liability Act ("**Produkthaftungsgesetz**"), in cases of intent, gross negligence, injury to life, limb or health, or breach of essential contractual obligations ("**wesentliche Vertragsverletzungen**"). However, except in cases of the Product Liability Act, gross negligence, intent or injury to life, body or health, liability for breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contractual relationship.

ii. shall entirely be replaced by the following if your residence is in **Belgium**, **Croatia, the Czech Republic, Greece, Italy, Hong Kong Special Administrative Region of the People's Republic of China, Hungary**, **Luxembourg, The Netherlands**, **Portugal, Sweden**, **Switzerland, Turkey, United Kingdom**: Any claims for damages are excluded to the maximum extent permitted by the law. This exclusion of liability shall not apply for any other liability which cannot be excluded by law, e.g., causing damage intentionally, or liability for death or personal injury resulting from our negligence.

iii. shall be entirely deleted (except for 9.c) if your residence is in **Poland**, **Romania** or **Spain.**

h. **Section 11:**

i. following sentence is added to section 11.h if your residence is in **Belgium, Luxembourg, The Netherlands, Poland, Portugal, Romania, Spain**: The assignment of our obligations under this Agreement will not negatively affect your rights under this Agreement.

ii. If your residence is in **Romania**, the following additional section shall apply: You agree that these Terms do not include any unusual (standard) clauses as explicitly defined under the Romanian law. You irrevocably agree and accept, as of the acceptance of these Terms, all the clauses set herein, especially (but not limited to) the following sections of these Terms: 2.b, d, e and j; 6.b, c and d; 8; 9.c; 10.b; 11.h.

iii. If your residence is in **Turkey**, the following additional section shall apply: local telephone number is 0850 390 19 22 and Privacy Notice is available here **https://www.philips-hue.com/tr-tr/destek/privacy-policy**.

Annex - I: Model Withdrawal Form (for EEA-based consumers)

(complete and return this form only if you wish to withdraw from the Agreement)

— To Signify Netherlands B.V., High Tech Campus 48, 5656 AE Eindhoven, The Netherlands, FAO: Legal Department; or you can submit this form by email (**support.hue.syncapp@signify.com**)

— I hereby give notice that I withdraw from my contract of sale for the provision of the following service:

_____

— Ordered on, _____

— Name of consumer, _____

— Address of consumer, _____

— Signature of consumer (only if this form is notified on paper), _____

— Date:

version February 2025

When a bulb displays "Up to" a certain number of lumens in its specifications, it displays the maximum lumen output of the bulb. It shows how bright the bulb can get at 2700 K (White bulbs) or 4000 K (White ambiance or White and color ambiance bulbs).* ***Learn more about brightness**.*

Select Country

Hong Kong SAR China - English >

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