

**READ INSTRUCTIONS FOR USE OF THESE TERMS OF USE BEFORE USE OF THIS TEMPLATE AND REMOVE THIS INSTRUCTION THEREAFTER**

<b>Terms of Use - Revision history overview</b>				
Responsible lawyer	Melissa Theunissen			
Where published	Interact folder on the L-drive			
Revision History	Version	Description Changes	Who?	Date
	1.0	Initial draft	Marc/Melissa	June 2020
	1.1	- Alignment with updated ToS - inclusion of resale situation	Melissa/Marc	September 2020

## TERMS OF USE

### 1. General.

1.1. Applicability. These Terms of Use form a binding agreement between Signify (as defined below) and you (“you” or “your”) in respect of your use of Signify’s Software Services in your capacity as authorized user appointed by the Customer. Where applicable, they are in addition to the provisions of the Software Services Agreement that apply to your access and use of the Software Services, as well. In case of any conflicting provisions, those of the Software Services Agreement will prevail.

1.2. Definitions. In these Terms of Use,

“**Affiliate**” means an entity Controlling, Controlled by, or under common Control with, directly or indirectly, Signify N.V., a public limited company under the laws of The Netherlands. **Control (or Controlling)** means that more than fifty (50%) of an entity’s shares or ownership interest representing the right to make decision for such entity are owned or controlled, directly or indirectly, by another entity.

“**Software Services Agreement**” means the agreement under which Customer has purchased a subscription for the Software Services.

“**Customer**” means the company that has purchased the subscription for the Software Services;

“**Signify**”, “**us**”, or “**our**” means either (i) Signify Netherlands B.V.; or (ii) its applicable Affiliate as indicated in the Software Services Agreement; or (iii) the Affiliate as indicated in the table included in section 6 below for the country in which Customer has its domicile; or (iv) if the country in which the Customer has its domicile is not mentioned in that table, Signify Netherlands B.V. (unless indicated otherwise by Signify).

“**Software Services**” means those web applications, mobile applications and/or APIs that you are accessing and using.

### 2. Account.

2.1. Set-up. Accessing and using the Software Services may require you to set up an account. You will be responsible for:

- the accuracy of the information submitted to us to setup your account;
- maintaining the confidentiality of your passwords and the security of your account;
- all activities that occur under your account. You shall prevent any unauthorized use of your account. You shall immediately notify us of any (suspected) unauthorized use or any other breach of security.

### 3. System Data and User Submissions.

3.1. System Data. You acknowledge and agree that Signify (or its subcontractors) may collect, process and/or store information (such as device type, name, features, status, network connectivity and location) in connection with the performance and your use of the Software Services, products, systems and other services (including other software services), including hardware devices, third party services or applications that connect with the Software Services often in an automated fashion (“**System Data**”).

3.2. User Submissions. Some of the Software Services allow you to store or otherwise provide information to or through the Software Services in various ways (“**User Submissions**”). Signify will not have any ownership rights in or to your User Submissions. You and Customer will be solely responsible for all User Submissions that you and other authorized users may provide in any manner to or in connection with the Software Services. In your use of the Software Services, you shall not provide any User Submissions that are harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous or otherwise objectionable, or that violate any applicable laws or regulations, or the legal rights (such as rights of privacy, intellectual property and publicity) of others; or provide any User Submissions that contains a virus, Trojan Horse, worm, time bomb or other harmful computer code, file or programme. You represent and warrant to us that you have all necessary rights to do so and agree that all User Submissions are provided by you at your own risk and that you and Customer will be solely liable for any damage or loss resulting therefrom.

3.3. Accessing products and services of others. The Software Services may interact with the products, apps and services of others (“**Third-Party Products and Services**”). In order to enable this interaction, Signify may need to exchange your User Submissions and System Data with the relevant third parties. You are responsible for your interaction with

and use of the Third-Party Products and Services and Signify does not take responsibility for the Third-Party Products and Services and for any interface of any Third-Party Products and Services with the Software Services.

3.4. **Restriction.** You shall not use the Software Services for any other purpose than the intended purposes confirmed by Signify or interfere with the proper working of the Software Services.

3.5. **License.** You hereby grant Signify a perpetual, irrevocable, royalty-free, worldwide license, free of charge, to use System Data and User Submissions at any time during the term of the subscription of the Software Services and afterwards, in its sole discretion for any purposes whatsoever, including to aggregate or compile these with other data, create intellectual property rights or derivative works and analyses, to modify or adapt data to provide, maintain, improve products and services, or to develop new products or features or services. Signify shall ensure that its use of System Data and User Submissions will exclude any personal data (as defined in our privacy notice below).

#### 4. Personal Data; Cookies.

4.1. **Personal Data.** Where Signify is controller of your personal data (as defined in our privacy notice) it will only process your personal data to the extent necessary for the performance of the Software Services in accordance with and further as permitted under Signify's privacy notice, which may be accessed here: <https://www.signify.com/global/privacy/legal-information/privacy-notice>. Where applicable, additional privacy notices may be provided to you separately. Where Signify is the processor of your personal data as part of the performance of the Software Services, it will comply with applicable data protection laws and respective published data processing schedules as part of the Software Services.

4.2. **Cookies.** Signify may use cookies to enhance your user experience or for other purposes. The use of cookies is further explained in our cookie notice.

#### 5. Liability

5.1. **Signify's liability.** Without prejudice to the liability towards the Customer, Signify will not be responsible to you for any indirect, consequential, punitive, special or incidental damages. Signify's total liability arising out of or relating to your use of the Software Services is limited to the lower of (i) the fees paid to use the relevant Software Services in the 3 months before the breach (if any); or (ii) €50. These Terms of Use only limit our responsibilities as allowed by applicable law.

#### 6. Governing law and forum.

6.1. **Governing Law.** These Terms of Use are governed by the applicable law as indicated in the Software Services Agreement. In absence of such Software Services Agreement, these Terms of Use will be governed by the applicable law as indicated below for the country in which Customer has its domicile, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

6.2. **Forum.** Any legal action or proceeding with respect to the Terms of Use will be brought only in the venue as indicated in the Software Services Agreement or, in absence of such Software Services Agreement, in the venue as indicated below for the country in which Customer has its domicile. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THE TERMS OF USE WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF SIGNIFY AND YOU WAIVE ANY RIGHT TO A JURY TRIAL THEREOF.

Country of domicile Customer	Signify entity	Applicable law	Venue
<b>AMERICAS</b>			
Argentina	Signify Argentina S.A.	laws of Argentina	courts of Buenos Aires, Argentina
Brazil	Signify Iluminação Brasil Ltda	laws of Brazil	courts of São Paulo, Brazil
Canada	Signify Canada Ltd.	laws of the Province of Ontario	courts of Toronto, Ontario, Canada

Panama, El Salvador, Caribbean	Signify Caribbean, Inc.	laws of Panama City, Panama	courts of Panama City, Panama
Chile	Signify Chilena S.A.	laws of Chile	courts of Santiago, Chile
Colombia	Signify Colombiana S.A.S.	laws of Colombia	courts of Bogotá (Colombia)
Mexico	Signify Mexico S.A. de C.V.	laws of México	courts of Mexico City
Peru	Signify Peru S.A.	laws of Peru	courts (and tribunals) of Lima, Peru
Uruguay	Signify Uruguay S.A.	laws of Uruguay	courts (and tribunals) of Montevideo, Uruguay
United States of America	Signify North America Corporation	laws of the State of New Jersey, USA	courts of the State of New Jersey, USA
<b>EUROPE</b>			
Austria	Signify Austria GmbH	laws of Austria	courts of Vienna, Austria
Belgium	Signify Belgium N.V.	laws of Belgium	courts of Brussels, Belgium
Czech Republic	Signify Commercial Czech Republic s.r.o.	laws of the Czech Republic	courts of Prague, Czech Republic
Denmark	Signify Denmark A/S	laws of Denmark	courts of Denmark
Finland	Signify Finland OY	laws of Finland	courts of Finland
France	Signify France	laws of France	courts of Nanterre, France
Germany	Signify GmbH	laws of Germany	courts of Hamburg, Germany
Greece	Signify Hellas S.A.	laws of Greece	courts of Athens, Greece
Hungary	Signify Hungary kft.	laws of Hungary	courts of Tamasi, Hungary
Ireland	Signify Commercial Ireland Ltd.	laws of Ireland	courts of Dublin, Ireland
Italy	Signify Italy S.p.A.	laws of Italy	courts of Milan, Italy
Luxembourg	Signify Luxembourg S.A.	laws of Luxembourg	courts of Luxembourg
The Netherlands	Signify Netherlands B.V.	laws of The Netherlands	courts of Amsterdam, The Netherlands
Norway	Signify Norway A/S	laws of Norway	courts of Norway
Poland	Signify Poland Sp.z.o.o.	laws of Poland	courts of Pila, Poland
Portugal	Signify Portugal, Unipessoal Lda.	laws of Portugal	courts of Lisbon, Portugal
Romania	Signify Romania SRL	laws of Romania	courts of Bucharest, Romania
Russia	Signify Eurasia LLC	laws of Russian Federation	Moscow Arbitration Court
Slovakia	Signify Slovakia s.r.o.	laws of the Slovak Republic	courts of Bratislava, Slovak Republic
Spain	Signify Iberia, S.L.U.	laws of Spain	courts of Madrid, Spain
Sweden	Signify Sweden AB	laws of Sweden	courts of Sweden
Switzerland	Signify Switzerland AB	laws of Switzerland	courts of Zurich, Switzerland
United Kingdom	Signify Commercial UK Limited	laws of England	courts of London, England
Ukraine	Signify Ukraine LLC	laws of Ukraine	Ukrainian Economic Court
<b>ASIA, AFRICA AND PACIFIC</b>			
Australia	Signify Australia Ltd.	laws of New South Wales, Australia	courts of New South Wales, Australia
Bangladesh	Signify Bangladesh Limited	laws of Bangladesh	courts of Dhaka, Bangladesh
People's Republic of China	Signify (China) Investment Co., Ltd.	laws of the People's Republic of China	courts of Shanghai, People's Republic of China
Egypt	Signify Egypt LLC	laws of the Arab Republic of Egypt	courts of Egypt
Hong Kong	Signify Hong Kong Ltd.	laws of the Hong Kong Special Administrative Region	courts of the Hong Kong Special Administrative Region
India	Signify Innovations India Limited	laws of India	courts of Gurgaon, Haryana, India
Indonesia	PT Signify Commercial Indonesia	laws of Republic of Indonesia	courts of South Jakarta, Indonesia
Japan	Signify Japan GK	laws of Japan	courts of Tokyo, Japan

Korea	Signify Korea Inc.	laws of Republic of Korea	courts of the Republic of Korea
Malaysia	Signify Malaysia Sdn. Bhd.	laws of Malaysia	courts of Malaysia
Morocco	Signify Maroc SARL	laws of Morocco	courts of Casablanca, Morocco
New Zealand	Signify New Zealand Limited	laws of New Zealand	courts of Auckland, New Zealand
Pakistan	Signify Pakistan Limited	laws of Pakistan	courts of Karachi, Pakistan
Philippines	Signify Philippines Inc.	laws of The Philippines	courts of Taguig City, Philippines
Saudi Arabia	Signify Saudi Arabia LLC	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
	Saudi Lighting Company Limited	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
	Inara Company Limited	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
	Nardeen Lighting Company Limited	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
Dubai	Signify Netherlands B.V. - JAFZA Branch	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
	Signify International B.V. - DED Branch	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Singapore	Signify Singapore Pte. Ltd.	laws of Singapore	courts of Singapore
South Africa	Signify Commercial South Africa (Pty) Ltd.	laws of Republic of South Africa	courts of the Republic of South Africa
Sri Lanka	Signify Lanka (Private) Limited	laws of Sri Lanka	courts of Colombo, Sri Lanka
Taiwan	Signify Taiwan Limited	laws of Taiwan, the Republic of China	district Courts of Taiwan, the Republic of China
Thailand	Signify Commercial (Thailand) Limited	laws of Thailand	courts of Thailand
Turkey	Signify Aydınlatma Ticaret A.Ş.	laws of the Republic of Turkey	Istanbul central courts
Vietnam	Signify Vietnam Limited	laws of Vietnam	courts of Vietnam