

## INTERACT ACCOUNT TERMS OF USE (the "Terms")

### 1. General.

- 1.1. These Terms apply to your use and access of the Interact Account (as defined below) provided by the Signify entity set out in Annex 2 below ("Signify", "we", "us", "our"). "you" and "your" refers to the organization that has procured or will procure one or more subscriptions - directly from Signify or as an assignee for one or more Interact Applications. Below, we use capitalized words to indicate that these are defined terms. You can find the meaning of those in Annex 1. Individuals that accept these Terms do also on behalf of you. Do not use the Interact Account if you do not agree with these Terms.

### 2. Interact Account.

- 2.1. Signify will use commercially reasonable efforts to provide the Interact Account to you in conformity with these Terms and the Documentation, including maintain safeguards appropriate for protecting the security, integrity, and confidentiality of Your Information.
- 2.2. You are allowed to use the Interact Account for:
- creation of a login email-address and password for the Interact Account
  - logging-in to an Application for which you have received Application Credentials. Signify may provide access to certain Applications without requiring Application Credentials. Any access and use of an Application will be subject to additional terms and conditions set by Signify for such an Application
  - changing your Interact Account password, or account settings like language and country from the My Account page; and
  - usage as further indicated in the Documentation
- 2.3. Accessing and using the Interact Account require you to set up that 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.
- 2.4. You shall not use the Interact Account for any other purpose than the intended purposes confirmed by Signify or interfere with the proper working of the Interact Account.

### 3. Personal Data; Cookies.

- 3.1. 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 your use and access of the Interact Account and any Application 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 Application, the terms and conditions applicable to that Application apply.

### 4. Ownership

- 4.1. Ownership of all intellectual property rights in the Interact Account and Documentation remains with us, our Affiliates, our licensors or our suppliers. Except as expressly set forth differently herein, no other rights or licenses are granted or implied to be granted under any Signify intellectual property

### 5. Warranty and Liability

- 5.1. Disclaimer of Warranties: THE USE OF AND ACCESS TO THE INTERACT ACCOUNT IS PROVIDED "AS IS" AND "AS AVAILABLE". SIGNIFY AND ITS AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF IPR, OR AS TO THE OPERATION OF THE INTERACT ACCOUNT. NEITHER SIGNIFY NOR ITS AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS WARRANTS OR MAKES ANY REPRESENTATIONS THAT (I) THE ACCESS TO AND/OR USE OF THE INTERACT ACCOUNT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE INTERACT ACCOUNT WILL BE CORRECT, COMPLETE, ACCURATE, SECURE, RELIABLE, OR OTHERWISE MEET YOUR REQUIREMENTS.

5.2. 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 Interact Account is limited to €50. These Terms of Use only limit our responsibilities as allowed by applicable law.

5.3. You must Indemnify Signify its Affiliates and their respective suppliers against claims caused by a violation by you these Terms or the Documentation.

## **6. Termination and suspension.**

6.1. Signify is allowed to suspend or terminate your access and use of the Interact Account without liability if:

- you act in violation of these Terms or the Documentation;
- required by law or regulation or at the request of a relevant regulatory authority;
- this is needed in Signify's discretion to protect Signify's and/or your systems;
- the Interact Account is hampered by Force Majeure;
- you do not have Application Credentials to any Application that requires such for more than one year or if you did not access your Interact Account for more than 1 year;
- in accordance with 7.2 in case you would object to a change of these Terms;
- as described in the Documentation; or
- subject to Signify's discretion.

6.2. Upon termination of your Interact Account you are no longer allowed to use the Interact Account with immediate effect. Provisions in these Terms and the Documentation that are destined to survive termination, will so survive.

## **7. Miscellaneous**

7.1. The applicable law as indicated in Annex 2 govern these Terms and the Interact Account. Legal proceedings can be brought exclusively to the venue as indicated in Annex 2. If your country of domicile is not included in Annex 2, Signify will mean "Signify Netherlands B.V." with exclusive venue in Amsterdam, The Netherlands.

7.2. We may make any changes to the Terms and the Documentation from time to time that will be in effect for all Interact Accounts from the effective date of such change. If a change to these Terms has a material adverse impact, we will notify you. If you object to such change by notifying us in writing within 30 days after our notification, we may either terminate your Interact Account or continue Your Interact Account in which latter case the original Terms will remain in effect until the termination of your Interact Account. Your continued use of Interact Account without giving us notice of objections in accordance with the above, will constitute your consent to such modifications.

7.3. We may assign or delegate any rights and obligations hereunder without notice or your consent.

7.4. The applicable Terms and Documentation constitute the entire agreement with respect to the use and access of the Interact Account and supersede all prior understandings.

7.5. You must notify Signify in writing of a claim within 30 days of the date of the event giving rise to the claim. Any lawsuit relating to a claim must be filed within 1 year of the date of such notification. All other claims will be null and void.

7.6. If a provision of these Terms is found to be invalid or unenforceable, the remainder will still apply and the parties to the Terms will try to substitute that provision by a provision that corresponds as closely as possible the originally intention.

## Annex 1 - Definitions

<b>Affiliate</b>	an entity owned by, Controlling, Controlled by, or under common Control with, directly or indirectly, a party, where <b>Control (or Controlling)</b> 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.
<b>Application:</b>	a software application made available by Signify or any of its Affiliates which can be accessed and used through the Interact Account.
<b>Application Credentials:</b>	any username, identification number, password, security key, security token, PIN or other security code, method, technology or device used, alone or in combination, provided by or on behalf of Signify to verify an individual's identity and authorization to access and use an Application
<b>Documentation</b>	documentation and instructions provided by Signify or posted on its website in connection with the Interact Account (for example: user manuals and instructions), all as Signify may update from time to time.
<b>Force Majeure</b>	any event beyond the reasonable control of Signify, whether or not foreseeable at the time of the relevant creation of Interact Account, as a result of which Signify or its suppliers or other third parties on which the Interact Account relies cannot reasonably perform its obligations, including acts of God, natural catastrophes including earthquake, lightning, hurricane, flooding or volcanic activities or extreme weather conditions, epidemics, pandemics, strikes, lock-outs, war, terrorism, political or civil unrest, riots, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyberattacks and hacking.
<b>My Account page</b>	A page where users can update their Interact Account settings like password, language, country etc.
<b>Indemnify</b>	to defend and hold harmless Signify, its Affiliates and its suppliers and their employees, agents, successors, and assignees from and against all losses, liabilities, costs and expenses.
<b>Interact Account</b>	A user account for access and use of certain Applications as set out in these Terms.
<b>IPR</b>	patents, utility models, registered and unregistered designs, copyrights, database rights, trademarks, domain names, trade secrets, know-how, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations, or reissues of any of the foregoing.
<b>Your Information</b>	(i) all information, instructions and data provided by you to Signify to in relation to the Interact Account; (ii) any content, materials, data and information that you enter into the Interact Account.

**Annex 2 - Signify entity, governing law and forum**

Your Country of domicile	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
United States of America	Signify North America Corporation	Laws of the state of New York, USA	courts of the state of New York, USA
Uruguay	Signify Uruguay S.A.	laws of Uruguay	courts (and tribunals) of Montevideo, Uruguay
<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 The Netherlands	courts of Amsterdam, The Netherlands
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 Minhang District 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 Taipei, 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